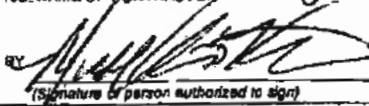



All redactions in this document are Exemption 4 - CBI - labor rates, unit pricing, key personnel.

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 350)		RATING		PAGE OF PAGES 1   2	
2. CONTRACT (Proc. Inst. Ident.) NO. EP-R7-11-04				3. EFFECTIVE DATE 03/26/2011		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		CODE R7		6. ADMINISTERED BY (If other than Item 5) Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		CODE R7	
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)  CHENEGA LOGISTICS, LLC Attn: RYAN MALONEY 3000 C STREET STE 301 7034939880 ANCHORAGE AK 995033975				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN				ITEM			
CODE 784258134		FACILITY CODE					
11. SHIP TO/MARK FOR Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		CODE R7		12. PAYMENT WILL BE MADE BY RTP Finance Center US Environmental Protection Agency RTP-Finance Center Mail Drop D143-02 109 TW Alexander Drive Durham NC 27711		CODE RTP	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 253 (c)				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued							
15G. TOTAL AMOUNT OF CONTRACT						\$5,261,343.00	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number SOL-R7-11-00006 including the additions or changes made by you which additions or changes are set forth in (A) above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) MICHAEL J. Montgomery, PRESIDENT				20A. NAME OF CONTRACTING OFFICER Marie Noel			
19B. NAME OF CONTRACTOR				20B. UNITED STATES OF AMERICA			
19C. DATE SIGNED 3/25/2011				20C. DATE SIGNED 3/25/11			
BY  (Signature of person authorized to sign)				BY  (Signature of the Contracting Officer)			

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS UNUSABLE

STANDARD FORM 38 (Rev. 4-88)  
Prescribed by GSA  
FAR (48 CFR) 53.214-4

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1   2	
2. CONTRACT (Proc. Inst. Ident.) NO. EP-R7-11-04				3. EFFECTIVE DATE 03/26/2011		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		CODE R7		6. ADMINISTERED BY (If other than Item 5) Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		CODE R7	
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)  CHENEGA LOGISTICS, LLC Attn: RYAN MALONEY 3000 C STREET STE 301 7034939880 ANCHORAGE AK 995033975				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
CODE 784258134		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
11. SHIP TO/MARK FOR Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		CODE R7		12. PAYMENT WILL BE MADE BY RTP Finance Center US Environmental Protection Agency RTP-Finance Center Mail Drop D143-02 109 TW Alexander Drive Durham NC 27711		CODE RTP	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) (      ) <input type="checkbox"/> 41 U.S.C. 253 (c) (      )				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued							
15G. TOTAL AMOUNT OF CONTRACT						\$5,261,343.00	
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	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number SOL-R7-11-00006 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER Marie Noel			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY  (Signature of person authorized to sign)				BY  (Signature of the Contracting Officer)			



**CONTINUATION SHEET**

 REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 EP-R7-11-04

 PAGE OF  
 2 2

 NAME OF OFFEROR OR CONTRACTOR  
 CHENEGA LOGISTICS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 784258134 R7 RECORDS MANAGEMENT SERVICES Max Expire Date: 03/25/2014 FOB: Destination Period of Performance: 03/26/2011 to 03/25/2014				
0001	BASE YEAR Obligated Amount: \$0.00				1,753,474.36
0002	OPTION YEAR 1 (Option Line Item) 02/28/2012				1,750,327.80
0003	OPTION YEAR II (Option Line Item) 02/28/2013				1,757,540.84
	The obligated amount of award: \$0.00. The total for this award is shown in box 15G.				

**SECTION A - Solicitation/Contract Form**

**SECTION B - Supplies or Services/Prices**

**B-1 LOCAL CLAUSES 52.216-140 MINIMUM AND MAXIMUM AMOUNTS**

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**C-3 LOCAL CLAUSES 52.210-100 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT/SPECIFICATIONS**

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**SECTION E - Inspection and Acceptance**

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**SECTION F - Deliveries or Performance**

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**F-6 LOCAL CLAUSES 52.212-140 PERIOD OF PERFORMANCE**

**SECTION G - Contract Administration Data**

**G-7 EPA 1552.216-72 ORDERING-BY DESIGNATED ORDERING OFFICERS. (APR 1984)**

**G-8 EPA 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996) - ALTERNATE I (JUN 1996)**

**G-9 LOCAL CLAUSES 52.242-100 CONTRACT ADMINISTRATION REPRESENTATIVES**

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**H-11 EPA 1552.235-70 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY. (APR 1984)**

**H-12 EPA 1552.235-71 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1984)**

**H-13 EPA 1552.235-73 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (APR 1996). (APR 1996)**

**H-14 EPA 1552.235-76 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)**

**H-15 EPA 1552.235-77 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION. (DEC 1997)**

**H-16 EPA 1552.235-78 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT  
CONFIDENTIAL BUSINESS INFORMATION. (DEC 1997)**

**H-17 EPA 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS  
INFORMATION. (APR 1996)**

**H-18 EPA 1552.235-80 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION. (OCT 2000)**

**H-19 EPA 1552.209-76 CONTRACTOR PERFORMANCE EVALUATIONS. (OCT 2002)**

**H-20 EPA 1552.237-71 TECHNICAL DIRECTION. (AUG 2009)**

**H-21 EPA 1552.237-72 KEY PERSONNEL. (APR 1984)**

**H-22 LOCAL CLAUSES 52.239-101 CONTRACTOR ACCESS TO EPA COMPUTERS  
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**I-23 FAR 52.202-1 DEFINITIONS. (JUL 2004)**

**I-24 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)**

**I-25 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT.  
(SEP 2006)**

**I-26 FAR 52.203-7 ANTI-KICKBACK PROCEDURES. (OCT 2010)**

**I-27 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR  
ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)**

**I-28 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY.  
(JAN 1997)**

**I-29 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL  
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**I-30 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (APR 2010)**

**I-31 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S). (DEC 2007)**

**I-32 FAR 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN  
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**I-33 FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION. (APR 2008)**

**I-34 FAR 52.204-10 REPORTING SUBCONTRACT AWARDS. (SEP 2007)**

**I-35 FAR 52.214-27 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING  
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**I-36 FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA  
OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)**

**I-37 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (SEP 2010)**

**I-38 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (SEP 2010) - ALTERNATE I (DEC 2001)**

**I-39 FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (OCT 2010)**

**I-40 FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (OCT 2010) - ALTERNATE I (JUN 1998)**

**I-41 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)**

**I-42 FAR 52.222-41 SERVICE CONTRACT ACT OF 1965. (NOV 2007)**

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**I-46 FAR 52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING. (SEP 2010)**

**I-47 FAR 52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)**

**I-48 FAR 52.224-2 PRIVACY ACT. (APR 1984)**

**I-49 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)**

**I-50 FAR 52.225-25 PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-CERTIFICATION. (SEP 2010)**

**I-51 FAR 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES. (JUN 2000)**

**I-52 FAR 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION. (JAN 1997)**

**I-53 FAR 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS. (MAR 1996)**

**I-54 FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (APR 2003)**

**I-55 FAR 52.230-2 COST ACCOUNTING STANDARDS. (OCT 2010)**

**I-56 FAR 52.232-17 INTEREST. (OCT 2010)**

**I-57 FAR 52.232-18 AVAILABILITY OF FUNDS. (APR 1984)**

**I-58 FAR 52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)**

**I-59 FAR 52.232-25 PROMPT PAYMENT. (OCT 2008)**

**I-60 FAR 52.232-25 PROMPT PAYMENT. (OCT 2008) – ALTERNATE I (FEB 2002)**

**I-61 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION. (OCT 2003)**

**I-62 FAR 52.233-1 DISPUTES. (JUL 2002)**

**I-63 FAR 52.233-1 DISPUTES. (JUL 2002) - ALTERNATE I (DEC 1991)**

**I-64 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996)**

**I-65 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)**

**I-66 FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)**

**I-67 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2001)**

**I-68 FAR 52.242-13 BANKRUPTCY. (JUL 1995)**

**I-69 FAR 52.243-1 CHANGES - FIXED-PRICE. (AUG 1987)**

**I-70 FAR 52.243-7 NOTIFICATION OF CHANGES. (APR 1984)**

**I-71 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (DEC 2010)**

**I-72 FAR 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM). (APR 1984)**

**I-73 FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (MAY 2004)**

**I-74 FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (MAY 2004) - ALTERNATE II (SEP 1996)**

**I-75 FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)**

**I-76 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)**

**I-77 FAR 52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT. (MAY 2006)**

**I-78 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS. (JAN 2011) -- ALTERNATE II (DEC 2010)**

**I-79 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)**

**I-80 FAR 52.216-22 INDEFINITE QUANTITY. (OCT 1995)**

**I-81 FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)**

**I-82 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)**

**I-83 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (JUL 1990)**

**I-84 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (MAY 1989)**

**I-85 FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS). (SEP 2009)**

**I-86 FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)**

**I-87 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

**I-88 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)**

**I-89 FAR 52.216-18 ORDERING (OCT 1995)**

**I-90 FAR 52.219-17 SECTION 8(a) AWARD (DEC 1996)**

**I-91 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)**

**SECTION J - List of Documents, Exhibits and Other Attachments**

<b>Attachment Number</b>	<b>Attachment Title</b>	<b>Date</b>	<b>Number of Pages</b>	<b>Cross Reference Materials</b>	<b>Document Version</b>
1	Region 7 Records Center PWS	03/24/2011	17		FINAL
2	Region 7 Records Center QASP - NonSUPR	03/24/2011	7		FINAL
3	Region 7 Records Center QASP - SUPR	03/24/2011	6		FINAL
4	SCA Wage Determination	02/17/2011	10		FINAL
5	Pricing Schedule	03/24/2011	3		FINAL

## **SECTION B - Supplies or Services/Prices**

### **B-1 LOCAL CLAUSES 52.216-140 MINIMUM AND MAXIMUM AMOUNTS**

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$100,000. The amount of all orders shall not exceed the total dollar amount of all CLINS to include option years as negotiated.



## **SECTION C - Description/Specifications**

### **C-1 EPA 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (OCT 2000)**

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

- (1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.
- (2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.
- (3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.
- (4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

- (1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.
- (2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A-Minimum Set of Data Elements for Groundwater.
- (3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov/etsd/directives.nsf>).

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from: U.S. Environmental Protection Agency Office of Administration Facilities Management and Services Division Distribution Section Mail Code: 3204 1200 Pennsylvania Ave., NW., Washington, DC 20460 Phone: (202) 260-5797

(d) Electronic access. A complete listing, including full text, of documents included in the 2100

Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

(End of clause)

**C-2 LOCAL CLAUSES 52.210-100 STATEMENT OF WORK/PERFORMANCE WORK  
STATEMENT/SPECIFICATIONS**

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Performance Work Statement included in Attachment 1. Work will be ordered against the subject Performance Work Statement through Contracting Officer issuance of task orders.

## SECTION E - Inspection and Acceptance

### E-1 FAR 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996)

(a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may -

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may -

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of clause)

## **SECTION F - Deliveries or Performance**

### **F-1 LOCAL CLAUSES 52.212-140 PERIOD OF PERFORMANCE**

The period of performance of this contract shall be from date of contract award through 12 months thereafter exclusive of all required reports. The contract will include two, one year option periods.

## **SECTION G - Contract Administration Data**

### **G-1 EPA 1552.216-72 ORDERING-BY DESIGNATED ORDERING OFFICERS. (APR 1984)**

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or any agency prescribed form, from date of contract award through contract expiration. In addition to the Contracting Officer, the following individuals are authorized ordering officers.

NONE

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

(End of clause)

### **G-2 EPA 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996) - ALTERNATE I (JUN 1996)**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal-Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the

current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

### **G-3 LOCAL CLAUSES 52.242-100 CONTRACT ADMINISTRATION REPRESENTATIVES**

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

Betty Saladin, Phone: 913-551-7309, Email: [Saladin.Betty@epa.gov](mailto:Saladin.Betty@epa.gov)

Jolleen Werst, Phone: 913-551-7108, Email: [Werst.Jolleen@epa.gov](mailto:Werst.Jolleen@epa.gov)

Contracting Officials responsible for administering this contract are as follows:

Jack Peterson, Phone: 913-551-7442, Email: [Peterson.Jack@epa.gov](mailto:Peterson.Jack@epa.gov)

## **SECTION H - Special Contract Requirements**

### **H-1 EPA 1552.209-76 CONTRACTOR PERFORMANCE EVALUATIONS. (OCT 2002)**

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings: 0 = Unsatisfactory, 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Outstanding, N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories: Quality, Cost Control, Timeliness of Performance, Business Relations, Compliance with Labor Standards, Compliance with Safety Standards, and Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- (4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and
- (5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

- (1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;
- (2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).
- (3) Concur with or revise the project officer's ratings after consultation with the project officer;
- (4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and



(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

## **H-2 EPA 1552.237-71 TECHNICAL DIRECTION. (AUG 2009)**

(a) Definitions.

"Contracting officer technical representative (COTR)," means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

"Task order," as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The contracting officer technical representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

- (1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and
- (2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The contracting officer technical representative(s) does not have the authority to issue technical direction which:

- (1) Requires additional work outside the scope of the contract or task order;
- (2) Constitutes a change as defined in the "Changes" clause;
- (3) Causes an increase or decrease in the estimated cost of the contract or task order;
- (4) Alters the period of performance of the contract or task order; or
- (5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the contracting officer technical representative.

(e) If, in the contractor's opinion, any instruction or direction by the contracting officer technical representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

- (1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;
- (2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or
- (3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting

on behalf of the government or any government official other than the contracting officer or the contracting officer technical representative, shall be at the contractor's risk.

(End of clause)

### **H-3 EPA 1552.237-72 KEY PERSONNEL. (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel:

Onsite Project Manager (Records Information Manager)

Name: \_\_\_\_\_, Phone/Email: \_\_\_\_\_

Onsite Information Manager (Records Information Manager)

Name: \_\_\_\_\_, Phone/Email: \_\_\_\_\_

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(End of clause)

### **H-4 LOCAL CLAUSES 52.239-101 CONTRACTOR ACCESS TO EPA COMPUTERS**

The personnel listed below have been authorized access to EPA computers in the performance of this contract. In the event of changes to this listing through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the Contractor shall immediately notify the Contracting Officer.

[ *List of personnel with authorization to access EPA computers* ]

## **SECTION I - Contract Clauses**

### **I-1 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

### **I-2 FAR 52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT. (MAY 2006)**

(a) The Contractor shall give Government personnel who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards.

(b) Within 10 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government personnel who have been or will be adversely affected or separated as a result of award of this contract.

(c) The Contractor shall report to the Contracting Officer the names of individuals identified on the list who are hired within 90 days after contract performance begins. This report shall be forwarded within 120 days after contract performance begins.

(End of clause)

### **I-3 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS. (JAN 2011) -- ALTERNATE II (DEC 2010)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses,

which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

[ ] Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: Contracting Officer check as appropriate.

[ ](1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

[X ](2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

[ ](3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[X ](4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)(Pub. L. 109-282)(31 U.S.C. 6101 note).

[ ](5) 52.204-11, American Recovery and Reinvestment Act--Reporting Requirements (JUL 2010) (Pub. L. 111-5).

[X ] (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

[ ](7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

[ ](8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[ ](9) (Reserved).

[ ](10)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

[ ](ii) Alternate I (OCT 1995) of 52.219-6.

[ ] (iii) Alternate II (MAR 2004) of 52.219-6.

[ ](11)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

- ☐ (ii) Alternate I (OCT 1995) of 52.219-7.
- ☐ (iii) Alternate II (MAR 2004) of 52.219-7.
- ☐ (12) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (13)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
  - ☐ (ii) Alternate I (OCT 2001) of 52.219-9.
  - ☐ (iii) Alternate II (OCT 2001) of 52.219-9.
  - ☐ (iv) Alternate III (JUL 2010) of 52.219-9.
- ☐ (14) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ☐ (15) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (16)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
  - ☐ (ii) Alternate I (JUN 2003) of 52.219-23.
- ☐ (17) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (18) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004)(15 U.S.C. 657 f).
- ☒ (20) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- ☒ (21) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ☒ (22) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- ☒ (23) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ☒ (24) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- ☒ (25) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (26) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- ☒ (27) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

[X ](28) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X ](29) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[ ](30)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[ ](ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[ ](31) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

[ ](32)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

[ ](ii) Alternate I (DEC 2007) of 52.223-16.

[X ](33) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010)(E.O 13513).

[ ](34) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[ ](35)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

[ ](ii) Alternate I (JAN 2004) of 52.225-3.

[ ](iii) Alternate II (JAN 2004) of 52.225-3.

[ ](36) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[ ](37) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[ ](38) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[ ](39) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[ ](40) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[ ](41) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[X ](42) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor



Registration (OCT 2003) (31 U.S.C. 3332).

☐ (43) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

☐ (44) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

☒ (45) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (46)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☒ (1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☒ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

☐ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247).

☐ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to--

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7,

Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than--

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(E) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(F) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(G) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(H) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

(I) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(J) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(K) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(L) 52.222-54, Employment Eligibility Verification (JAN 2009).

(M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(N) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(End of clause)

**I-4 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

**I-5 FAR 52.216-22 INDEFINITE QUANTITY. (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after [*insert date*].

(End of clause)

#### **I-6 FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

(End of clause)

#### **I-7 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days of expiration of the contract year; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of clause)

#### **I-8 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed [\*] or the overtime premium is paid for work -

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall -

(1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

\* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

(End of clause)

#### **I-9 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:*

*It is not a Wage Determination*

<b>Employee Class</b>	<b>Monetary Wage - Fringe Benefits</b>
-----------------------	--

General Clerk III	\$15.96 + \$3.50
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(End of clause)

#### **I-10 FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS). (SEP 2009)**

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, *et seq.*), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

#### **I-11 FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)**

Funds are not presently available for performance under this contract beyond [TBD]. The Government's



obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond [TBD], until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

**I-12 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<http://farsite.hill.af.mil/vfepaara.htm>

(End of clause)

**I-13 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any [*insert regulation name*] (48 CFR [ ]) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

**I-14 FAR 52.216-18 ORDERING. (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through 36 months if options are exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

**I-15 FAR 52.219-17 SECTION 8(a) AWARD (DEC 1996)**

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the EPA Region 7 Contracting Branch the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it



issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the EPA Region 7 Contracting Branch Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the EPA Region 7 Contracting Branch.

(End of Clause)

#### **I-16 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of the total dollar amount of all CLINS to include option years as negotiated.

(2) Any order for a combination of items in excess of the total dollar amount of all CLINS to include option years as negotiated; or

(3) A series of orders from the same ordering office within the life of the contract that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

## SECTION K - Representations, Certifications, and Other Statements of Bidders

### K-1 FAR 52.204-3 TAXPAYER IDENTIFICATION. (OCT 1998)

#### (a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

#### (d) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

#### (e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

**K-2 FAR 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS). (MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, *Small Business Program Representations*, of this solicitation.] The offeror represents that it \* is a women-owned business concern.

(End of provision)

**K-3 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (JAN 2011)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 518210.

(2) The small business size standard is \$25 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

[ ] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by

DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. This provision applies to all solicitations.

(xx) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

☐ (i) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) 52.223-13, Certification of Toxic Chemical Release Reporting.

☐ (vii) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update

to the representations and certifications posted on ORCA.

(End of Provision)

**K-4 FAR 52.214-16 MINIMUM BID ACCEPTANCE PERIOD. (APR 1984)**

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of [ ] calendar days (*the Contracting Officer shall insert the number of days*).

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: \_\_\_\_ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within -

(1) The acceptance period stated in paragraph (c) of this clause; or

(2) Any longer acceptance period stated in paragraph (d) of this clause.

(End of provision)

**K-5 FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003)**

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (*Check each block that is applicable.*)

\_\_\_\_ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;



\_\_\_ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

\_\_\_ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\_\_\_ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

\_\_\_ (v) The facility is not located in the United States or its outlying areas.

(End of provision)

## **SECTION L - Instructions, Conditions, and Notices to Bidders**

### **L-1 FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (APR 2008)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

### **L-2 FAR 52.216-1 TYPE OF CONTRACT. (APR 1984)**

The Government contemplates award of an indefinite quantity contract that allows for both fixed unit rate

and firm fixed price task orders resulting from this solicitation.

(End of provision)

**L-3 FAR 52.233-2 SERVICE OF PROTEST. (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from *U.S. EPA Region 7, ATTN: ACMS, 901 North 5<sup>th</sup> Street, Kansas City, Kansas 66101*.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

PERFORMANCE WORK STATEMENT  
FOR REGION 7  
RECORDS AND INFORMATION

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A. PERIOD OF PERFORMANCE

	<u>Start Date</u>	<u>End Date</u>
Base Period:	Contract Award	12 months after Contract award
Option Period 1:	Option Exercise	12 months after Option Exercise
Option Period 2:	Option Exercise	12 months after Option Exercise

B. CONTRACT ADMINISTRATION PERSONNEL

For this Contract, the Contracting Officer has approved the following individuals as Project Officer, Contracting Officer's Representatives (COR), and Alternate COR:

Project Officer/COR: Betty Saladin  
Phone: 913-551-7309  
Fax: 913-551-9309  
E-mail: [saladin.betty@epa.gov](mailto:saladin.betty@epa.gov)

ACOR: Carmen Hullaby  
Phone: 913-551-7070  
Fax: 913-551-9070  
E-mail: [hullaby.carmen@epa.gov](mailto:hullaby.carmen@epa.gov)

COR (Superfund): Jolleen Werst  
Phone: 913-551-7108  
Fax: 913-551-9108  
E-mail: [werst.jolleen@epa.gov](mailto:werst.jolleen@epa.gov)

ACOR (Superfund): Pamela Samek  
Phone: 913-551-7679  
Fax: 913-551-9679  
E-mail: [samek.pamela@epa.gov](mailto:samek.pamela@epa.gov)

C. BACKGROUND

1. LEGAL AUTHORITY

- a. 5 U.S.C. 552 (The Freedom of Information Act as amended)
- b. 5 U.S.C. 552a (The Privacy Act of 1974)
- c. 5 U.S.C. 553 (The Administrative Procedures Act)
- d. 5 CFR 1320.16 (Collection of information prescribed by another agency)
- e. 5 CFR 1320.17 (Interagency Reporting)
- f. 18 U.S.C. 2071 (Destruction of Records)
- g. 18 U.S.C. 2701-2707 (Electronic Communications Privacy Act of 1986)
- h. 28 U.S.C. Section 1732 (Business Records as Evidence Act)
- i. 31 U.S.C. 1101 et. seq. (Budget and Accounting Procedures Act of 1921)
- j. 36 CFR 1220 to 1238 (Records Management)
- k. 36 CFR Chapter XII, Part 1236 (Vital Records Mitigation and Recovery Plan)
- l. 40 CFR Part 2 (Public Information, including Procedures for Disclosure of Records Under the Freedom of Information Act, Confidentiality of Business Information and Testimony by the Employees and Production of Documents in Civil Litigation Where the United States is Not a Party)

- m. 41 CFR 201-6 to 201-11 (Records Management)
- n. 44 U.S.C. 29 (Records Management by the Archivist of the US and the Administrator of General Services)
- o. 44 U. S.C. 31 (Records Management by Federal Agencies)
- p. 44 U.S.C. 33 (Disposal of Records)
- q. 44 U.S.C. 35 (Paperwork Reduction Act of 1980, as amended)
- r. 44. U.S.C. 3504(e) (Paperwork Reduction Reauthorization Act of 1995)

## 2. REGULATORY AUTHORITY

- a. Superfund Amendment and Reauthorization Act (SARA of 1986)
- b. Federal Continuity Directives
- c. OMB Circular A-130, Management of Federal Information Resources
- d. NARA Rules & Regulations
- e. Comprehensive Environmental Response Compensation and Liability Act, as amended by SARA of 1986
- f. Federal Travel Regulations

## 3. BACKGROUND DOCUMENTS

- a. US EPA Directive 2100, IRM Manual, Chapter 10
- b. US EPA Directive 2160, Records Management Manual
- c. US EPA Uniform Continuity of Operations Plan (COOP) Policy (2030.1)
- d. EPA Vital Records Order
- e. EPA Region 7 Records Procedures Manual
- f. EPA Region 7 Program File Plans
- g. EPA Confidential Business Information Procedures
- h. Regional Records Center Standard Operating Procedures Manual
- i. SUPR Records Center Operations Manual
- j. SUPR Site Team Records Management Manual
- k. SUPR Document Management System Records Center Staff User Manual
- l. TSCA CBI Protection Manual (7700 A1)
- m. RCRA CBI Security Manual
- n. Water Guidance Documents

## D. PLACE OF PERFORMANCE

The work will be performed at the offices of EPA Region 7, located at 901 N. 5th Street, Kansas City, Kansas, and the EPA Science and Technology Center, located at 300 Minnesota Avenue, Kansas City, Kansas 66101. On occasion, a need may arise for the contractor to travel within the four-state region commuting area (Iowa, Kansas, Missouri, and Nebraska). Travel may include, but is not limited to the Training and Logistics Center, in Kansas City, Missouri, the Federal Records Center in Lenexa, Kansas, and other records storage areas, and repositories within the greater Kansas City area. Travel costs will be reimbursed on a cost-incurred basis in accordance with the Federal Travel Regulations (FTR).



## **E. INTRODUCTION AND PURPOSE AND SCOPE**

The Environmental Protection Agency (EPA) Region 7 requires Records Management support services in order to serve its customers effectively and efficiently. EPA compiles information in many forms which it uses to interact with a variety of government, public and private stakeholders.

EPA must be able to readily access all of its records to respond to a variety of requests and support of: Freedom of Information Act (FOIA), Congressional requests, enforcement, litigation and regulatory activities. This demands an effective records management program which provides consistency in the way records are managed, efficiency in the filing and retrieval of documents, document security, efficient preparation of files, implementation of an electronic records program and efficient utilization of available space.

The Region 7 Records Center contains 22,295 linear feet of records storage space. This amount includes approximately 10,000 linear feet of non-Superfund records and approximately 6,600 linear feet of Superfund records. Additionally during the past fiscal year of reporting, the region has responded to slightly more than 4,250 requests for records or records assistance; approximately 1,200 of these requests were Superfund program related. These requests include preparing record indexes, inventories; assistance in preparation of responsive documents for Freedom of Information requests, Congressional inquiries, compilation and preparation of documents for Administrative Records, case litigation, scanning documents into document management systems, assistance with records retrieval from the FRC, records disposition, etc. On average, EPA responds to 525 FOIA requests annually. The volume of records activities for the Region is expected to increase by at least 30-40% over the next year.

### **Personnel (Positions and Qualifications)**

Onsite Project Manager (Records Information Manager) for both Regional and Superfund to be available to EPA for status requests as well as the focal point for discussion with EPA representatives; and to oversee daily activities and information processes. Qualifications: High School Diploma or equivalent with at least 10 years of information management experience, five of which were in a supervisory capacity. Must have at least 5 years of NARA records management experience.

Onsite Information Manager (Records Information Manager) to direct and lead staff in daily work projects and information capture and security. Qualifications: High School Diploma or equivalent with at least 5 years of information management experience, three of which were in a supervisory or team lead capacity. Must have at least 3 years of National Archives and Records Administration (NARA) records management experience, as well as experience using the Versatile Enterprise software system/modules.

Onsite Records Specialist to perform day-to-day records and information tasks. Qualifications: High School Diploma or equivalent with at least 3 years of information management experience, preferably NARA records management experience. Prefer experience using the Versatile Enterprise software system/modules.

Records Trainer to assist in developing and in presenting records management training to EPA Region 7 staff and grantees. Qualifications: Masters degree in library/information science and a minimum of 5 years experience, three of which were in a supervisory role with records management, or a Bachelor's degree in library/information science and eight years experience, three of which were in a supervisory role with records management.

#### **F. REQUIRED TASKS**

The tasks performed under this contract will be monitored by designated CORs in task orders (TO), issued by the contracting officer. Technical direction of TO activities will be given by the designated COR for that TO. The government intends to initially award two (2) task orders from the Performance Work Statement. However, the government reserves the right to award additional TOs as required. The first TO, for Regional (non-Superfund) is firm, fixed price; the second TO, for Superfund is fixed unit rates with estimated quantity. (See attached pricing schedule.)

#### **TASK 1 MANAGEMENT OF RECORD CENTER ACTIVITIES/ADMINISTRATIVE SUPPORT**

##### **Monthly and Annual technical and financial reports:**

The Contractor shall manage, document, account, and report work at the Task Order level, as directed by the CORs for non-Superfund and Superfund projects. Reporting includes documenting work by Program (e.g., Administrative Records, Brownfields, Federal Facility, Removal, RCRA, Superfund, Oil Spill/Emergency Response, Underground Storage Tanks) or other Special Projects. The Contractor shall prepare separate monthly Task Order Progress Reports including work performed and financial summaries providing content and format approved by the CORs. Each monthly report shall include the current activity as well as cumulative.

Superfund site-specific charging shall be performed for activities under this contract. The Contractor is required to accrue and invoice for costs incurred by site tasked under the Superfund Task Order. The Contractor shall document costs incurred by site for each increment of 15 minutes or more. Documentation shall be provided with each invoice submitted where site-specific charging occurs. A separate invoice shall be submitted for each task order under which services are performed. The financial progress report shall include, but not limited to, the percentage status of work completed, by labor category, current and cumulative number of hours and monies expended, as well as an estimate of hour and monies to complete for each task.

##### **Monthly Status Meetings:**

The Contractor shall plan for and attend monthly Status Meetings, as required, with each COR and any additional meetings, as requested. These meetings shall address priorities and schedules for tasks and activities scheduled throughout the period of performance. The Contractor shall prepare and provide an agenda within 2 working days prior to each meeting.

Other impromptu and/or regular status meetings may be held at any time during the month with the COR to resolve or reset priorities if the COR deems necessary.

Within 2 working days after each meeting, the Contractor shall prepare and deliver, via email, a Meeting Summary Report which will summarize major discussions and difficulties encountered, and document decisions, agreements and action items.

##### **Intellectual Management and Enhancement Activities:**

The Contractor shall be knowledgeable in and be responsible for staying current with all existing statutes, regulations, guidance and policy regarding records management in the Agency and Region in order to ensure (or make recommendations to ensure) that the records management products, services, standards, and procedures adhere to those requirements.

The Contractor shall be knowledgeable in the programs supported by the contract, to the extent necessary, to fully support the records and information management needs of those programs.

The Contractor shall be knowledgeable in the technical functionality, purpose, programming, and database structure of virtual/electronic systems of information, to the extent necessary, to support those systems of information, includes, but is not limited to the Versatile Enterprise and Imaging, the RCRA Document Management System (RDMS), Superfund Document Management System (SDMS), and the Enterprise Content Management System (ECMS).

The Contractor shall also maintain up-to-date knowledge in EPA's software suite used in the day-to-day performance of the contract (e.g., word processing, spreadsheet, database, and Email systems) and use those available tools to efficiently perform the required work. The Contractor may propose to the CORs alternative tools to enhance productivity and efficiency of records management activities and may be requested to assist the CORs in the acquisition following regional and Agency policy and procedures.

The Contractor shall maintain training logs to document staff participation in EPA and/or federal-specific training, including required training (e.g., Agency IT security training, regional Confidential Agency Information (CAI/CBI) training, etc.), Privacy Act training, ECMS.

Contractor personnel will have access to confidential and sensitive information in the performance of assigned work. Except as directed by the COR, contractor staff are prohibited from releasing any information about EPA files, data processing activities or functions, or any other knowledge of EPA operations or data. EPA will provide access lists to Contractor personnel for verification of authority to view protected collections.

Contractor personnel shall be required, in accordance with Homeland Security Presidential Directive 12 (HSPD 12), to undergo a background investigation. Contract employees must also sign confidentiality agreements to ensure sensitive and/or confidential data is not released. The contractor shall maintain these records on file for the duration of the contract. All contract employees are required to adhere to Confidential Business Information (CBI) regulations, policies, and procedures which includes an initial EPA-sponsored CBI training and an annual refresher course thereafter. Each contract employee must maintain a current CBI authorization prior to handling CBI documents.

#### **Conference Calls and Workgroups:**

The Contractor may be tasked to attend EPA-sponsored records management conference calls including, but not limited to, ECMS, Records Network, Regional Records Officer calls, and others pertaining to relevant records management issues.

## **TASK 2:       MANAGE AND OPERATE ON-SITE LOCATIONS**

The Contractor shall have overall responsibility for operating the Regional Records Center according to the Standard Operating Procedures (SOPs). The Records Center includes non-Superfund and Superfund records. This includes managing the Service Desk, all requests and responses, space, supplies, and equipment to ensure efficient operations, and keeping staff and public areas neat and orderly according to safety standards to convey a professional operation.

#### **Hours of Operation and Request Capture:**

The Contractor shall provide daily staffing, operation, and maintenance of the Region 7 Records Center through compliance with Regional standards, operating procedures, directives, and guidance, and in accordance with all applicable statutes, regulations, and laws (e.g., Clean Water Act; Clean Air Act; Resource Conservation and Recovery Act; CERCLA, as amended by SARA). Applicable laws, regulations, guidance and policies which become effective after the effective date of this contract will be incorporated by modification into the contract.

The Contractor shall manage the day-to-day operations of the Region 7 Record Center. Records Center hours for customer service to EPA staff, contractors, and grantees, shall be from 7 a.m. to 5 p.m. Monday through Friday. The Region 7 Records Center shall be closed during U.S. Government holidays.

In addition to the normal operating hours, the Superfund Records Center will also be required to provide a second shift of personnel from 4:30 p.m. to 1:00 a.m. The work performed during this shift is to assist the first shift in processing the back log of documents into the Superfund Document Management System, and filing of these documents. In addition this shift will also be tasked to process all "New Incoming" documents within 24-hours. The second shift will use the same space and equipment as the first shift.

Regional office document pick-up and delivery shall occur daily at 10:00am and 2:00pm; the Science and Technology Center document pick-up will occur on a requested basis. Superfund document pick-up is once a day by 2:00 p.m., and delivered to the Superfund COR.

The Contractor shall ensure that service to EPA staff, grantees, contractors, and the public is always professional, timely, and complete. The Contractor shall maintain the Region 7 Records Center in a neat and orderly manner at all times. The Contractor shall ensure that adequate supplies are maintained to complete tasks. Contractor shall not release or accept any EPA records from non-EPA employees without written authorization from appropriate EPA personnel. EPA will provide list to Contractor; Contractor is responsible for notifying COR when updated authorization is needed.

The Contractor shall receive, track, and process all walk-in and email requests for records and information. Such requests may include and require research, retrieval, copying and scanning, including burning CD/DVDs for FOIA requests, Congressional inquiries and Administrative Record preparation.

The Contractor shall capture all non-Superfund requests for records services into the AdventNet Service Desk Tracking System (Service Desk) or other comparable system, and fulfill each request according to EPA Standard Operating Procedures. Any requests thought to be outside of the scope shall immediately be brought to the appropriate COR's attention for clarification.

Non-Superfund requests will be processed as follows:



1. Simple/routine requests for a file or small subset of files, including FOIA and Congressional requests (less than 50), will be provided within 1 workday. Workday is defined as 7 a.m. to 5 p.m. If request is made at noon; the response shall be provided by noon the following workday.
2. Searches which include a routine compilation of more than 50 files will be provided within 3 workdays.
3. Major searches for records, i.e., FOIA, litigation holds, Congressional inquiries, and off-site records storage (FRC), will be provided within 4 workdays.
4. Compilation of records associated with Administrative Records will be completed within 10 workdays.
5. High volume copying (more than 500 pages), or over-sized document copying will be completed within 2 workdays. In the event of a delay due to machine malfunction, contractor shall notify requester immediately to advise them of specific date for completion of task.

Superfund requests will be processed as follows:

1. Superfund requests received by email and walk-in, including FOIA and Congressional, that will take more than 1 hour to complete or exceeds 500 paper copies shall be brought to the attention of the COR.
2. All assignments for production of Collections shall be provided pursuant to Technical Direction Memorandums (TDMs). The TDM will provide specific instructions. These instructions shall include, but not be limited to individual TDM number, written instructions, and a due date. The finished product will be delivered to the COR. The discretion of implementing the TDM is at the sole discretion of Superfund. TDMs will be tracked to ensure completion.
3. Administrative Records (ARs) are not contemplated at this time, however a TDM may be placed if something materializes that will require this to be assigned to the Contractor. While none are contemplated, the most that would be done would be two (2) without a contract modification being made. If an AR is assigned it will require site specific charging.
4. FOIAs will not have site specific charging. However, the hours worked, number of maps processed and number of CDs made shall be provided on the FOIA form when delivery is made to the TOPO.
5. All documents released under FOIA (paper or electronic) will be tracked in SDMS with the FOIA number.

The Contractor shall assist with Enterprise Content Management System (ECMS) implementation in Region 7. The contractor shall be responsible for updating file and organization structures, revising naming conventions, and modifying file folders within the system, as directed. The Contractor shall also provide training to EPA employees, as required.

#### **Maintenance of Government Furnished Property:**

All supplies, equipment, software and systems will be furnished to the contractor by the government. The contractor shall not acquire property or supplies for the Government without the approval of the Contracting Officer or designee.

Government furnished property in the contractor's care shall be kept in good working order. The contractor shall operate EPA hardware and software in accordance with original manufacturer and EPA procedures. The contractor shall:

- (1) Be responsible for the proper use and care of all government furnished property;

- (2) Promptly notify the respective COR or other personnel when a piece of equipment breaks down or needs maintenance and repairs;
- (3) Promptly notify the respective COR when there will be a delay in getting a piece of equipment repaired; and/or
- (4) Repair delays will affect the Records Center's ability to provide service.

The contractor shall maintain a complete inventory of government furnished property and provide the COR with an updated inventory when new property is acquired or older equipment is excessed.

#### **Maintenance of Supplies:**

The Contractor shall manage the inventory of records management supplies and notify the respective COR of supply needs, including quantities, product, and vendor information.

#### **Processes and Standard Operating Procedures (SOPs):**

The Contractor shall maintain and/or update EPA work processes and SOPs to ensure they are current, relevant, and reflect best practices. The Contractor shall develop new SOPs when requested or when deficiencies are identified, as well as review and consider draft products and procedures from other regions, programs and state-of-art information management practices in developing processes, SOPs, and recommendations.

#### **Technical Analysis Support and Consultation:**

The Contractor shall provide the CORs with technical advice, analysis support and consultation to support the EPA records management program. These activities shall include:

1. Recommendations on the equipment, organization of functions, operations, physical layout, and procedures of the Region 7 Records Center;
2. Develop new records management procedures, in addition to maintaining, revising, and updating all current records processes, procedures manuals, reference aids and guides.
3. Develop, briefings, training sessions, and educational programs to inform customers on relevant industry best practices and requirements for records management, and to instruct customers in the use and availability of information products and services.
4. Develop, participate, present up to 8 formal records management training sessions, and/or demonstrations to EPA Region 7 employees and grantees to ensure the effective operation of the records management program. This training will include, but not limited to ECMS, records disposition, and CBI.

The contractor shall produce training materials, as requested by the COR/ACOR for review and approval. The training may also include one-on-one training for electronic record management systems. The Contractor shall make presentations at meetings, as appropriate. The COR/ACOR shall provide information to focus presentations to specific audiences as appropriate.

5. Provide one-on-one customer assistance, as needed.

#### **Travel**

The Contractor may be asked to attend EPA conferences and seminars for developmental purposes; the number of Contractor representatives attending such meetings at government expense shall be determined by the COR.

The Contractor may be required to visit record repositories within the four-state region commuting area (Iowa, Kansas, Missouri, and Nebraska) in order to inventory, update, and/or retrieve Administrative Records. Routine travel may also be necessary within the local commuting area to other record center locations and repositories. Travel costs will be reimbursed on a cost-incurred basis in accordance with the Federal Travel Regulations (FTR).

### **TASK 3: MANAGEMENT OF SYSTEMS OF INFORMATION**

From receipt through disposition, the Contractor shall develop, maintain, organize, inventory, index, scan, track, and provide reference and access to the information contained in the information systems. Information includes collections, records and data, regardless of media and format, in accordance with the agency and program office policies and standard professional practices.

#### **Conduct and Maintain Inventory of Collections and Records:**

The Contractor shall maintain the inventory of collections and associated records. The inventory shall include the custodian and record media type. Versatile Enterprise is the approved records management program software to be used for capturing regional records information. The Contractor shall purchase the Versatile Optical Character Recognition (OCR) and the Electronic Records Management (ERMS) software (including annual support costs and training). This software will be used to store Region 7 electronic records (word processing documents, PDF files, scanned images, etc.).

The Contractor shall perform an initial comprehensive inventory of all Region 7 non-Superfund records in any media. This includes physical on-site review of records located at the Regional records center, the Science & Technology Center File Room, and records stored at the Federal Records Center in Lenexa, in order to identify records eligible for disposition and to determine the volume of records on hand. The Contractor shall prepare a report no later than 120 calendar days after contract award and every 6 months thereafter. The Contractor shall provide the inventory, in electronic format, to the non-Superfund COR no later than 14 working days from completion of inventory. Three weeks prior to the expiration of the contract, the contractor shall provide a final inventory to Region 7 COR.

The Contractor shall also perform an initial comprehensive inventory of all Region 7 Superfund records in any media. This inventory shall also be performed under the Regional Task Order. This includes physical on-site review of records located at the Regional records center, the Science & Technology Center File Room, and records stored at the Federal Records Center in Lenexa, in order to identify records eligible for disposition and to determine the volume of records on hand. The Contractor shall prepare a report no later than 200 calendar days after task order award and every 6 months thereafter. The Contractor shall provide the inventory, in electronic format, to both the non-Superfund COR no later than 14 working days from completion of inventory. Three weeks prior to the expiration of the task order, the contractor shall provide a final inventory to Region 7 COR.

The Contractor shall import, into Versatile, all Region 7 inventoried records within 60



calendar days from the completion date of the Superfund initial comprehensive inventory.

The Contractor shall enter all Region 7 file plan structure and related schedules into Versatile within 15 calendar days of receipt of Division or Branch file plan.

The contractor shall perform semi-annual audits of inventoried records, as defined in the Regional Records Center Standard Operating Procedures Manual. The contractor shall structurally realign records to reflect new organizational changes and compliance with programmatic guidelines. The Contractor shall provide an electronic report of audit findings to the COR. Three weeks prior to the expiration of the task order, the contractor shall provide the Region with a written audit report.

The contractor shall provide expertise in the development of new filing systems, manuals, and file plans in addition to maintaining existing file plans. In order to provide records control from inception to disposition, EPA approved software will be used. Examples of software that may be used to create and operate databases include but are not limited to, Domino.Doc, Lotus Notes, Oracle, Microsoft Excel, Adobe Acrobat, Microsoft Access, and Abbyy Fine Reader. Tools currently used to manage Region 7 records are Domino Library and the Enterprise Content Management System (ECMS).

#### **Process, Organize and File Records and Collections:**

The Contractor shall preserve records (any medium) according to guidelines issued by EPA and the National Archives and Records Administration (NARA).

The Contractor, following the appropriate file structure(s) (e.g., File Structure Plan/ Classification for EPA Kansas City Region, and other applicable SOPs), shall process, organize and incorporate Records into the site files, as directed (determined by priorities and strategy developed with the COR). This will include, but not limited to:

- (1) Organizing Records according to the file structure;
- (2) Identifying duplicates and bring to attention of appropriate COR;
- (3) Searching for EPA identified privileged and/or CBI Records, and separating those documents, properly labeling them as privileged or CBI;
- (4) Creating folders, labels, and filing.

The contractor, as directed by the COR, may be required to segregate sensitive material, remove information identified by Agency personnel, file redacted copies, and track what information has been released relative to protected collections. Information to be removed for purpose of disclosure will be identified by EPA personnel.

The contractor shall collect, organize, index, scan, redact, image, and inventory records in accordance with established procedures. The contractor shall clearly label and handle records identified by EPA as enforcement sensitive, confidential, attorney work products, and support contract documents in accordance with EPA guidance documents.

All phases of records disposition shall be performed including identification by EPA Records Disposition Schedule, compilation of special collections, retirement to inactive storage, recall from inactive storage, and destruction authorized by EPA personnel in accordance with the guidance documents. This includes special collections as well as routine records.

The Contractor shall receive, organize (stamp and segregate), retrieve, prepare folders and

labels, file, and log Confidential Business Information (CBI) documents into the tracking system. CBI documents are handled at the Regional level and will be maintained in an EPA-approved on-site secured location which has a door lock. The contractor will conduct semi-annual audits of CBI documents to determine classification disposition and provide a written report to the COR. The contractor shall NOT screen records for confidential business information or make any determinations concerning the confidential status of a record.

The Contractor shall ensure that documents are appropriately secured in the Regional Records Center and/or other designated areas; that no breach in security occurs by allowing unauthorized access to confidential business information (CBI) and/or sensitive information. Access to and security of records and related documents will be provided by the contractor in accordance with Agency, Regional, and program specific procedures. The Contractor shall notify the COR of any CBI documents checked out for 90 days; notification must be made no later than one workday past the 90 days.

The contractor shall clearly label, handle and distinguish from routine files any records identified by EPA staff as subject to FOIA exemptions, litigation privileges/holds, or CBI. EPA will provide access lists to Contractor personnel for verification of authority to view protected collections, on a monthly basis. The Contractor will prohibit access to individuals that are not on the Access Authority list unless directed otherwise by the EPA Region 7 Document Control Officer, through the COR. The Contractor will immediately notify the COR when individuals are denied access to CBI located in the EPA Region 7 offices.

The Contractor shall process records materials according to established EPA Region 7 standard operating procedures.

### **Day Forward**

The Contractor's primary processing responsibility shall be to process new Records according to established SOPs, including indexing, scanning, and processing of documents. All documents are to be processed and incorporated into the site files and/or appropriate collections. The timely and accurate processing of Day Forward Records, collections, and information is the second highest priority of Contract (behind Reference). Documents will be scanned, indexed, etc., using EPA content/records management software (e.g. Versatile; SDMS; RCRA Document Management System (RDMS), etc).

The Superfund COR, will issue to the contractor, all documents that need to be processed into SDMS. These documents will be processed within three (3) days of receipt.

### **Existing Non-Superfund Collections**

The Contractor shall:

1. Review the condition of non-Superfund collections and make required improvements to collections to ensure completeness (or document gaps) and to bring them into compliance with current standards; and
2. Make recommendations, where appropriate, and may be tasked to convert (or support the conversion) information assets from one format to another and/or recommend and implement, as approved, preservation activities.

### **Existing Superfund Collections**

The Contractor shall:

1. Review the collection in SDMS against the paper collection to ensure completeness and alert the COR of any discrepancies.
2. Process paper collections into SDMS to create an electronic collection.

### **Existing Superfund Site Files**

The Contractor shall review the condition of Superfund site files and make required improvements to the site files to bring them into compliance with current standards.

### **Unprocessed Records**

The Contractor shall process any backlog of unprocessed Records currently inventoried.

For Superfund Records, the contractor will notify the COR, before processing any records.

### **Safe Storage for Effective Retrieval:**

The Contractor shall safely store all Records and Collections identified in the inventory, which includes:

- (1) Evaluate and promptly identify to the respective COR any and all weaknesses in the storage of Records and collections;
- (2) Store all documents received in the record center in order that any record may be retrieved within the established timeframes;
- (3) Prepare and transfer inactive records to the Federal Records Center (FRC) following existing retention schedules and other applicable guidance (**this task is under Region Task Order**);
- (4) Retrieve records from the FRC following established SOP (**this task is under Region Task Order**); and
- (5) Identify alternative means of automating and streamlining processes (SOPs, workflows, systems) to the respective COR.

### **Provide Reference on Records and Collections**

The Region 7 Records Center provides service to our customers, which includes but is not limited to, EPA staff, Contractors, grantees, and other federal and state agencies (partners), regulated community, and the public. The Contractor shall ensure that information is protected from unauthorized release; provide reference support to records and collections regardless of the system(s) of information involved; and be responsible for responding to queries (written and in person), locating and retrieving information and delivering information to the customer.

The Contractor shall utilize the Region 7 Service Desk request tracking system in order to keep a log and real-time status of all non-Superfund requests made and response/information provided.

The Contractor shall utilize the Lotus Notes Group R7-Records-SUPR email box for

tracking Superfund requests.

#### **Reference Support in the Reviewing Area.**

The Contractor shall coordinate visits to the Review Area with appropriate EPA program person; including pulling requested records and staging them in the Review Area. EPA personnel are responsible for escorting visitors to and from the Review Area, and monitoring the review of records while in the Review Area.

#### **Circulation Support**

The Contractor shall circulate materials from collections ensuring that the materials are loaned according to current policies and procedures, and track circulation activity for retrieval, statistical analysis and future decision making. This task involves maintenance of the Records Center. It includes but is not limited to the physical file activities of the Region 7 Records Center, filing; file room operation; and maintenance of documents. This work will be performed to ensure work continuity in accordance with defined tasks and contract requirements. Work involves performing routine records management duties, securing documents in the Records Center and/or other designated areas. The Contractor may be required to segregate sensitive material, remove information identified by Agency personnel, file redacted copies, and track what information has been released as it related to protected collections.

Superfund document pickup will be by once daily by 2:00 p.m. These documents will be delivered to the Superfund COR or ACOR. EPA will review these documents and assign them to the Contractor. These documents will be processed into SDMS within three (3) days of receipt.

#### **Reproduction Support**

The Contractor shall provide reproduction support service (e.g., photocopy service [paper-to-paper, paper-to-PDF, etc.], and CD/DVD creation/duplication) only for those records under maintenance within the Records Center, in accordance with government regulations and Agency policy.

#### **Managing Electronic Systems of Information:**

The operation and maintenance of the information systems may include, but is not limited to, support, as requested by the COR, in the following areas:

- (1) Maintaining system software;
- (2) Documentation;
- (3) Troubleshooting any daily application issues that may arise;
- (4) User support/training;
- (5) Data capture/entry;
- (6) System and data quality control; and
- (7) Report specification development

The contractor shall develop and implement processes and systems for tracking and reporting on task performance. Tracking and reporting processing and systems shall meet EPA standards and shall be approved by the EPA COR.

#### **TASK 4: SPECIALIZED SERVICES AND PROJECTS**

The Contractor shall provide support or serve as project manager, as directed by the COR, for existing specialized services and/or projects and for special projects which enhance existing, or develop new products, services, standards and procedures. The Contractor shall use sound modern project management methodologies in managing special projects.

Specialized services and projects include, but are not limited to support and preparation of special collections and projects (e.g. Inventories, Administrative Records (ARs), Administrative Records Files (AR Files), etc.), transfer to or retrieval from alternate storage media (CD-ROM, DVD, Microfilm/fiche, review of material to ensure readability, and creation of supporting indexes, where necessary.

The Contractor shall conduct a Region 7 (including the Science and Technology Center, EPA field offices, and Continuity of Operations sites) inventory and volume review of all unstructured records located in EPA offices, cubicles, and service modules; records in unoccupied offices and cubicles shall be included in the inventory. Travel to EPA Region 7 Field offices may be required. There are approximately 700 EPA employees and grantees in Region 7. The Contractor shall use an inventory form provided by the EPA regional COR (Copy Attached). The Contractor shall complete this task within 10 months from contract award date.

The inventory will include, but not be limited to, the physical inspection of the files and record the essential information about them; identify duplicate, fragmented, and related records; any systems/databases; and match the records to the existing EPA records schedules. The Contractor shall identify personal papers, reference materials, other non-record materials such as stocks of publications, and records or potential records (including working files).

## **TASK 5 - EMERGENCY SUPPORT FUNCTIONS**

The Continuity of Operations Plan (COOP), along with the Vital Records Program, provides guidance and procedures that will allow EPA Region 7 to rebuild essential operations, ensure that Agency records are protected and efficiently recovered or salvaged using cost effective methods necessary to resume Agency operations during and after an emergency or natural disaster. The full intention of these programs is to sustain the Regions critical operations until the Region becomes fully operational.

The primary authority establishing the Vital Records Mitigation and Recovery Plan within the Federal Government is 36 Code of Federal Regulations, Chapter XII, Part 1236, Management of Vital Records. Region 7, as required by statute and regulation, has established a vital records protection program.

The Contractor shall provide analyses and input for the development of a Regional Disaster Mitigation and Vital Records Plan within 120 days of the award of the task order. The Contractor shall safeguard records targeted as vital records and provide on-going support of records, both on and off site, ensuring that sensitive and confidential materials remain safeguarded. In cases of emergency, the Contractor shall identify records impacted by disaster, carrying out appropriate salvage efforts, and participating in records recovery efforts by packing out and relocating damaged materials

Contract personnel shall assist in non-life threatening mitigation and recovery efforts by

performing the following tasks:

- a. The contractor shall notify their employees of emergency situations which involve the EPA.
- b. The contractor shall safeguard records targeted as vital records and provide on-going support of records both on and off site.
- c. In cases of emergency, the contractor shall identify records impacted by disaster, carrying out appropriate salvage efforts.
- d. The contractor shall participate in records recovery efforts by packing out and relocation of damaged materials.
- e. The contractor shall ensure that sensitive and confidential materials remain safeguarded.



**QUALITY ASSURANCE SURVEILLANCE PLAN  
REGIONAL**

<b>Task No.</b>	<b>Performance Standard</b>	<b>Maximum Allowable Deviation</b>	<b>Surveillance Method</b>	<b>Incentive/Disincentive</b>
1.0	Monthly Progress Report and Invoice are submitted in accordance with the PWS.	None	COR will review reports for completeness and accuracy.	Reports will be returned for correction/clarification. Invoices will not be paid until an accurate report is received which supports the invoice.
	Monthly meetings and subsequent meeting notes are provided in accordance with PWS.	In the event of TOM absence from the office for scheduled leave of more than 3 consecutive days, meeting notes can be submitted on first workday after return to office	COR will track due dates.	None
	Must maintain basic working knowledge of all existing statutes, regulations etc, related to records management; program management methodologies; and technology supporting the records management needs and systems of information in accordance with the PWS.	None	COR will observe demonstration of knowledge related to Tasks 1, 2 and 3	None
	Maintain up-to-date knowledge of EPA's software suite; propose alternative tools in accordance with the PWS.	None	COR will observe demonstration of knowledge related to Tasks 1, 2 and 3.	None



### QUALITY ASSURANCE SURVEILLANCE PLAN

Task No.	Performance Standard	Maximum Allowable Deviation	Surveillance Method	Incentive/Disincentive
1.0 (cont)	Maintain training logs of contractor staff to document participation in EPA and/or federal-specific training.	None	COR will periodically check log books.	None
	Participate in all EPA-sponsored conference calls related to records management as identified by the COR	None	COR will monitor and track participation	None
2.0	Maintain hours of operation and staffing in accordance with the PWS.	None	COR will periodically monitor arrival and departure times	Monitoring will increase or decrease depending on observations of COR.
	Daily document pick up & delivery occurs in accordance with PWS.	None	COR will periodically monitor delivery times	Monitoring will increase or decrease depending on observations of COR.
	Maintain and manage government equipment and supplies in accordance with the PWS. Workflow is not impacted due to lack of supplies or inoperable equipment.	None	COR/will monitor equipment and supply usage on a monthly basis	Monitoring will increase or decrease depending on observations of COR.
	No unauthorized release or acceptance of non-CBI records in accordance with PWS. Notify COR when new authorization is required, or when update is needed. Updates are required no later than 6 months from initial authorization or anniversary date of authorization.	None	COR will review authorization book once a month	Monitoring will increase or decrease depending on observations of COR.

### QUALITY ASSURANCE SURVEILLANCE PLAN

Task No.	Performance Standard	Maximum Allowable Deviation	Surveillance Method	Incentive/Disincentive
2.0 (cont)	Capture all non-Superfund records services into Service Desk within 24 hours.	None	COR will monitor email box and Service Desk on a monthly basis.	Monitoring will increase or decrease depending on observations of COR.
	Process all requests in accordance with the PWS.	Deviation to extend the time allowed to complete a project is at the discretion of the COR	COR will monitor progress through Service Desk reports	None
	Review and/or development of SOPs in accordance with the PWS. Current SOPs are updated by May 1, 2011; subsequent modifications shall be finalized within 30 calendar days of change notification.	Depending on workflow volume, COR can extend due date by not more than 30 calendar days.	COR will monitor workflow to determine if extension should be granted	None
	Assist with ECMS implementation in Region 7 in accordance with the PWS. Within 90 days of initial receipt of EPA Region 7 File Plans, Contractor shall accurately enter information into ECMS. Subsequent file plan changes shall be entered into ECMS within 30 days.	File Plan Structures shall be entered with 99% accuracy.	COR will monitor completion of task using Service Desk	None
	Provide technical analysis and support, including training, in accordance with the PWS.	None	COR will monitor during meeting discussions and training opportunities.	None
	Assist in developing and presenting up to 8 hands-on classroom style training sessions per year as described in Task 2.	This will be on an as-needed basis	COR will determine need, and review training materials.	None

### QUALITY ASSURANCE SURVEILLANCE PLAN

Task No.	Performance Standard	Maximum Allowable Deviation	Surveillance Method	Incentive/Disincentive
3.0	Inventory of collections and records are maintained in accordance with the PWS.	None	COR will monitor results based on submission.	None
	Initial comprehensive inventory of all Region 7 records is conducted in accordance with the PWS.	Depending on workflow volume, COR can extend the due date by not more than 30 calendar days.	COR will periodically review/monitor to ensure timely completion of all components.	None
	Assist in the development of new filing systems, manuals, file plans, etc., in accordance with the PWS.	None	COR will monitor through Service Desk	None
	Preserve records in accordance with the PWS. - Confidential Business Information and sensitive information is kept secure and that no breach in security occurs by allowing unauthorized access.	None	COR will periodically review CBI tracking system	None
	- Records identified which are subject to FOIA exemptions, litigation privileges or holds, and CBI. are clearly labeled and distinguished from routine files  - CBI documents are tracked as stated in Task 3.	None  None	COR will periodically perform a visual audit.  COR will monitor CBI tracking system	For any documents not properly identified EPA will assess a deduction from the next invoice of \$100 per document.  Any notification past the 92 <sup>nd</sup> day, EPA will assess a deduction from the next invoice of \$100 per day, per document.

### QUALITY ASSURANCE SURVEILLANCE PLAN

Task No.	Performance Standard	Maximum Allowable Deviation	Surveillance Method	Incentive/Disincentive
3.0 (cont)	- Semi-annual audits of CBI documents are performed in accordance with PWS. Initial audit to be completed by July 1, 2011.	At discretion of COR, completion of audit may be extended up to 60 calendar days.	COR will monitor completion of project.	None
	Reference support on records is in accordance with Task 3.	99.7% accuracy rate for filing etc.; routine filing is completed within 5 workdays; 100% audit on all scanned documents to ensure proper positioning and readability.	COR will periodically review contractor QA sheets	None
	Safe storage and effective retrieval of documents is in accordance with Agency and NARA regulations. Records disposition shall be performed in accordance with the guidance documents/SOPs.	None	COR will periodically review Service Desk, and monitor inventory for timely disposition.	None
	Electronic systems of information are managed in accordance with the PWS.	None	COR will periodically monitor tracking processes.	None
	All requests for non-Superfund records and information shall be received and entered into Service Desk tracking system on day received.	Requests received after 3 p.m. will be entered on next workday	COR will perform random audits	None
	Sign-in log books are properly maintained as described in Task 3	None	COR will periodically review log books	None

### QUALITY ASSURANCE SURVEILLANCE PLAN

Task No.	Performance Standard	Maximum Allowable Deviation	Surveillance Method	Incentive/Disincentive
3.0 (con't)	All tasks/forms/reports are grammatically correct, legible, and contain all required information.	None	COR will visually review documents	None
	All deliverables are received by requestors by the time frames established in the PWS.	At the discretion of COR, minimal deviation may be authorized based on when documents are received.	COR will periodically monitor/review Service Desk entries and perform random audits to determine timeliness.	None
	Customer service to EPA staff and outside visitors is professional and viewed as exemplary.	Customer Service rating will be no lower than 4.5%, based on survey results through Service Desk.	COR will perform quarterly audits of surveys.	None
4.0	Special collections and projects are completed in accordance with the PWS.	None	COR will periodically monitor projects.	None
	Region-wide records inventory and volume review is conducted in accordance with PWS.	None	COR will monitor progress through monthly meetings.	If completed within 7 months, to satisfaction of COR, Contractor will receive \$5,000 incentive award.
	ECMS implementation in Region 7 is in accordance with the PWS.	None	COR will monitor progress through monthly meetings.	None
	Vital records plan and maintenance is in accordance with the PWS.	None	COR will monitor progress through monthly meetings.	None

### QUALITY ASSURANCE SURVEILLANCE PLAN

Task No.	Performance Standard	Maximum Allowable Deviation	Surveillance Method	Incentive/Disincentive
5.0	<p>Emergency support functions will be in accordance with the PWS.</p> <ul style="list-style-type: none"> <li>- Protection of sensitive/privacy act and confidential documents before and after a disaster;</li> <li>- Safeguard all vital records in the Regional Record Center regardless of media; and</li> <li>- Participation in records recovery by packing out and salvaging damaged materials</li> </ul>	No deviation allowed	COR/ACOR will review.	Any release of CBI, Privacy Act, or sensitive documents, EPA will assess a deduction on the next invoice of \$500 per document.

## Superfund Records Center

PERFORMANCE REQUIREMENTS SUMMARY					
Task No.	Required Service	Performance Standard	Maximum allowable deviation from required acceptable quality level ( AQL)	Surveillance Method	Deduction from contract for price of exceeding the AQL
1.0	Monthly and Annual Technical and Financial Reports	Monthly Progress Report is submitted accurately and timely according to the SOW following site specific charging requirements	No Deviation allowed	TOPO/ATOPO will monitor reports for timeliness and accuracy	Progress Reports will be returned to be corrected and invoices will not be paid until an accurate monthly progress report is received to support the invoice and site specific charging is correct
1.0	Monthly Status Meetings	Agenda is prepared and provided 2 working days prior to each monthly meeting and within 2 working days after each meeting a Meeting Summary Report is delivered to the	No Deviation allowed	TOPO/ATOPO will monitor contractor on a monthly basis for the agenda and summary report for accuracy and to ensure follow-up action items are addressed	After 4 months of monitoring, if standard is met, reduced oversight by TOPO.



## Superfund Records Center

PERFORMANCE REQUIREMENTS SUMMARY					
Task No.	Required Service	Performance Standard	Maximum allowable deviation from required acceptable quality level ( AQL)	Surveillance Method	Deduction from contract for price of exceeding the AQL
		TOPO			
2.0	Manage and Operate on-Site Locations	Hours of Operation –Facility is operating in full capacity during the hours specified in the SOW	No deviation allowed	TOPO/ATOPO will monitor for compliance through periodic checks	After 4 months of monitoring, if standard is met, reduced oversight by TOPO/ATOPO
2.0	Manage and Operate on-Site Locations	Document pickup and delivery is completed by 2:00 p.m. daily; routine filing is completed within (3) work days; workflow is not impacted due to lack of supplies, and Daily docs are processed with three (3) work days.		These files will be delivered to the EPA TOPO in the litigation room. EPA will add a DOCID to each document for tracking before issuing the document to the contractor. TOPO will track the 3 day deliverable by do a quality assurance check of the	After 4 months of monitoring, if standard is met, reduced oversight by TOPO/ATOPO If after four months, the requirement for no exceptions is not met, then each collection not in compliance with the SOW will cost the contractor \$100.00

## Superfund Records Center

PERFORMANCE REQUIREMENTS SUMMARY					
Task No.	Required Service	Performance Standard	Maximum allowable deviation from required acceptable quality level ( AQL)	Surveillance Method	Deduction from contract for price of exceeding the AQL
				documents in SDMS	
2.0	Manage and Operate on-site Locations	Work performed in accordance with Agency and NARA regulations	No deviation is allowed	TOPO/ATOPO will monitor for compliance through periodic checks	After 4 months of monitoring, if standard is met, reduced oversight by TOPO/ATOPO
2.0	Manage and Operate on-site Locations	Files are organized/filed in accordance with EPA, NARA, and guidance documents	No deviation is allowed	TOPO/ATOPO will monitor for compliance through periodic checks	After 4 months of monitoring, if standard is met, reduced oversight by TOPO/ATOPO
2.0	Manage and Operate On-Site Locations	Respond to Request for information – Confidential/Sensitive Files are clearly labeled, Responses to routine requests/searches are completed	No Deviation allowed	Periodic check by the TOPO/ATOPO on paper documents and in SDMS to determine if the files/documents are in compliance with the SOW, monitor the email request	After 4 months of monitoring, if standard is met, reduced oversight by TOPO/ATOPO

**Superfund Records Center**

<b>PERFORMANCE REQUIREMENTS SUMMARY</b>					
<b>Task No.</b>	<b>Required Service</b>	<b>Performance Standard</b>	<b>Maximum allowable deviation from required acceptable quality level ( AQL)</b>	<b>Surveillance Method</b>	<b>Deduction from contract for price of exceeding the AQL</b>
		within three (3) days and requests for high volume copying (> 500pg) provided same day notification to the TOPO		box and email complete box to determine if requests are completed within 3 days.	
2.0	Manage and Operate On-Site Locations	Maintenance of Government Furnished property is maintained and operational and the contractor reports any issues related to non-performing equipment and provide to TOPO a list of supplies needed before a work stoppage is	No deviation allowed	TOPO/ATOPO will monitor for compliance through periodic checks	After 4 months of monitoring, if standard is met, reduced oversight by TOPO/ATOPO

## Superfund Records Center

PERFORMANCE REQUIREMENTS SUMMARY					
Task No.	Required Service	Performance Standard	Maximum allowable deviation from required acceptable quality level ( AQL)	Surveillance Method	Deduction from contract for price of exceeding the AQL
		reached			
3.0	Management of Systems of Information	Process, Organize and File Records and Collections. Collections are submitted timely and accurately	No deviation is allowed	TOPO/ATOPO will quality check each portion of the collections	After 4 months of monitoring, if standard is met, reduced oversight by TOPO/ATOPO If after four months, the requirement for no exceptions is not met, then each collection not in compliance with the SOW will cost the contractor \$100.00
3.0	Management of Systems of Information	Scanning, Processing, Indexing, Etc. of Documents	No Deviation allowed	TOPO/ATOPO will quality check document submittal	After 4 months of monitoring, if standard is met, reduced oversight by TOPO/ATOPO If after four months, the requirement for no exceptions is not met,

**Superfund Records Center**

PERFORMANCE REQUIREMENTS SUMMARY					
Task No.	Required Service	Performance Standard	Maximum allowable deviation from required acceptable quality level ( AQL)	Surveillance Method	Deduction from contract for price of exceeding the AQL
					then each collection not in compliance with the SOW will cost the contractor \$100.00

WD 05-2308 (Rev.-12) was first posted on www.wdol.gov on 09/28/2010

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of  
Director Wage Determinations

Wage Determination No.: 2005-2308  
Revision No.: 12  
Date Of Revision: 09/17/2010

States: Kansas, Missouri

Area: Kansas Counties of Anderson, Atchison, Doniphan, Douglas, Franklin, Johnson, Leavenworth, Linn, Miami, Wyandotte  
Missouri Counties of Adair, Andrew, Atchison, Bates, Buchanan, Caldwell, Carroll, Cass, Chariton, Clay, Clinton, Cooper, Daviess, De Kalb, Gentry, Grundy, Harrison, Henry, Holt, Howard, Jackson, Johnson, Lafayette, Linn, Livingston, Macon, Mercer, Nodaway, Pettis, Platte, Putnam, Ray, Saline, Schuyler, Sullivan, Worth

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.97
01012 - Accounting Clerk II		15.69
01013 - Accounting Clerk III		17.77
01020 - Administrative Assistant		21.80
01040 - Court Reporter		18.32
01051 - Data Entry Operator I		12.47
01052 - Data Entry Operator II		14.14
01060 - Dispatcher, Motor Vehicle		18.55
01070 - Document Preparation Clerk		14.22
01090 - Duplicating Machine Operator		14.22
01111 - General Clerk I		12.95
01112 - General Clerk II		14.22
01113 - General Clerk III		15.96
01120 - Housing Referral Assistant		20.79
01141 - Messenger Courier		11.41
01191 - Order Clerk I		12.73
01192 - Order Clerk II		15.29
01261 - Personnel Assistant (Employment) I		16.17
01262 - Personnel Assistant (Employment) II		17.97
01263 - Personnel Assistant (Employment) III		20.54
01270 - Production Control Clerk		20.04
01280 - Receptionist		13.87
01290 - Rental Clerk		14.97
01300 - Scheduler, Maintenance		15.96
01311 - Secretary I		15.96
01312 - Secretary II		17.90
01313 - Secretary III		20.79
01320 - Service Order Dispatcher		21.18
01410 - Supply Technician		23.09
01420 - Survey Worker		17.02
01531 - Travel Clerk I		12.96
01532 - Travel Clerk II		14.00
01533 - Travel Clerk III		15.03
01611 - Word Processor I		14.09
01612 - Word Processor II		15.81

01613 - Word Processor III	17.69
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.30
05010 - Automotive Electrician	19.32
05040 - Automotive Glass Installer	18.59
05070 - Automotive Worker	18.59
05110 - Mobile Equipment Servicer	15.51
05130 - Motor Equipment Metal Mechanic	20.03
05160 - Motor Equipment Metal Worker	18.59
05190 - Motor Vehicle Mechanic	21.70
05220 - Motor Vehicle Mechanic Helper	15.47
05250 - Motor Vehicle Upholstery Worker	17.54
05280 - Motor Vehicle Wrecker	18.59
05310 - Painter, Automotive	19.32
05340 - Radiator Repair Specialist	18.59
05370 - Tire Repairer	15.18
05400 - Transmission Repair Specialist	20.03
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.52
07041 - Cook I	10.88
07042 - Cook II	12.54
07070 - Dishwasher	9.60
07130 - Food Service Worker	10.31
07210 - Meat Cutter	15.48
07260 - Waiter/Waitress	9.27
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.23
09040 - Furniture Handler	15.75
09080 - Furniture Refinisher	21.23
09090 - Furniture Refinisher Helper	17.01
09110 - Furniture Repairer, Minor	19.27
09130 - Upholsterer	12.46
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.24
11060 - Elevator Operator	12.93
11090 - Gardener	16.01
11122 - Housekeeping Aide	12.93
11150 - Janitor	12.93
11210 - Laborer, Grounds Maintenance	13.34
11240 - Maid or Houseman	10.52
11260 - Pruner	12.93
11270 - Tractor Operator	15.37
11330 - Trail Maintenance Worker	13.34
11360 - Window Cleaner	13.33
12000 - Health Occupations	
12010 - Ambulance Driver	17.12
12011 - Breath Alcohol Technician	17.12
12012 - Certified Occupational Therapist Assistant	21.32
12015 - Certified Physical Therapist Assistant	22.07
12020 - Dental Assistant	16.52
12025 - Dental Hygienist	34.35
12030 - EKG Technician	24.23
12035 - Electroneurodiagnostic Technologist	24.23
12040 - Emergency Medical Technician	17.12
12071 - Licensed Practical Nurse I	14.58
12072 - Licensed Practical Nurse II	16.31
12073 - Licensed Practical Nurse III	18.19
12100 - Medical Assistant	14.08
12130 - Medical Laboratory Technician	15.52
12160 - Medical Record Clerk	13.62
12190 - Medical Record Technician	15.23



12195 - Medical Transcriptionist	15.38
12210 - Nuclear Medicine Technologist	32.27
12221 - Nursing Assistant I	9.93
12222 - Nursing Assistant II	11.18
12223 - Nursing Assistant III	12.18
12224 - Nursing Assistant IV	13.68
12235 - Optical Dispenser	14.12
12236 - Optical Technician	14.95
12250 - Pharmacy Technician	14.84
12280 - Phlebotomist	13.68
12305 - Radiologic Technologist	25.29
12311 - Registered Nurse I	23.68
12312 - Registered Nurse II	27.27
12313 - Registered Nurse II, Specialist	27.27
12314 - Registered Nurse III	33.15
12315 - Registered Nurse III, Anesthetist	33.15
12316 - Registered Nurse IV	39.45
12317 - Scheduler (Drug and Alcohol Testing)	20.20
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.11
13012 - Exhibits Specialist II	27.35
13013 - Exhibits Specialist III	29.94
13041 - Illustrator I	18.65
13042 - Illustrator II	22.33
13043 - Illustrator III	27.90
13047 - Librarian	30.95
13050 - Library Aide/Clerk	10.37
13054 - Library Information Technology Systems Administrator	23.49
13058 - Library Technician	13.96
13061 - Media Specialist I	17.03
13062 - Media Specialist II	19.04
13063 - Media Specialist III	21.24
13071 - Photographer I	17.20
13072 - Photographer II	19.24
13073 - Photographer III	23.84
13074 - Photographer IV	29.17
13075 - Photographer V	35.29
13110 - Video Teleconference Technician	17.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.03
14042 - Computer Operator II	17.93
14043 - Computer Operator III	19.99
14044 - Computer Operator IV	23.48
14045 - Computer Operator V	24.61
14071 - Computer Programmer I	22.38
14072 - Computer Programmer II	26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.03
14160 - Personal Computer Support Technician	23.48
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.38
15020 - Aircrew Training Devices Instructor (Rated)	33.12
15030 - Air Crew Training Devices Instructor (Pilot)	39.69
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	26.64
15070 - Flight Instructor (Pilot)	39.69

15080 - Graphic Artist	25.30
15090 - Technical Instructor	20.74
15095 - Technical Instructor/Course Developer	25.38
15110 - Test Proctor	17.30
15120 - Tutor	17.30
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.16
16030 - Counter Attendant	9.16
16040 - Dry Cleaner	11.82
16070 - Finisher, Flatwork, Machine	9.16
16090 - Presser, Hand	9.16
16110 - Presser, Machine, Drycleaning	9.16
16130 - Presser, Machine, Shirts	9.16
16160 - Presser, Machine, Wearing Apparel, Laundry	9.16
16190 - Sewing Machine Operator	12.70
16220 - Tailor	13.57
16250 - Washer, Machine	10.08
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.23
19040 - Tool And Die Maker	27.26
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.24
21030 - Material Coordinator	20.04
21040 - Material Expediter	20.04
21050 - Material Handling Laborer	16.19
21071 - Order Filler	13.52
21080 - Production Line Worker (Food Processing)	19.24
21110 - Shipping Packer	15.57
21130 - Shipping/Receiving Clerk	15.57
21140 - Store Worker I	13.27
21150 - Stock Clerk	19.19
21210 - Tools And Parts Attendant	19.24
21410 - Warehouse Specialist	19.24
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.87
23021 - Aircraft Mechanic I	24.88
23022 - Aircraft Mechanic II	25.87
23023 - Aircraft Mechanic III	26.77
23040 - Aircraft Mechanic Helper	19.23
23050 - Aircraft, Painter	23.93
23060 - Aircraft Servicer	21.78
23080 - Aircraft Worker	23.09
23110 - Appliance Mechanic	19.30
23120 - Bicycle Repairer	15.18
23125 - Cable Splicer	28.03
23130 - Carpenter, Maintenance	23.76
23140 - Carpet Layer	25.78
23160 - Electrician, Maintenance	29.98
23181 - Electronics Technician Maintenance I	21.55
23182 - Electronics Technician Maintenance II	27.12
23183 - Electronics Technician Maintenance III	27.74
23260 - Fabric Worker	19.01
23290 - Fire Alarm System Mechanic	22.01
23310 - Fire Extinguisher Repairer	17.66
23311 - Fuel Distribution System Mechanic	25.39
23312 - Fuel Distribution System Operator	19.91
23370 - General Maintenance Worker	20.36
23380 - Ground Support Equipment Mechanic	24.88
23381 - Ground Support Equipment Servicer	21.78
23382 - Ground Support Equipment Worker	23.09
23391 - Gunsmith I	17.66

23392 - Gunsmith II	20.36
23393 - Gunsmith III	22.53
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.80
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.71
23430 - Heavy Equipment Mechanic	21.39
23440 - Heavy Equipment Operator	23.00
23460 - Instrument Mechanic	22.53
23465 - Laboratory/Shelter Mechanic	21.55
23470 - Laborer	13.44
23510 - Locksmith	21.75
23530 - Machinery Maintenance Mechanic	21.01
23550 - Machinist, Maintenance	22.01
23580 - Maintenance Trades Helper	16.31
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.38
23593 - Metrology Technician III	24.19
23640 - Millwright	25.77
23710 - Office Appliance Repairer	21.38
23760 - Painter, Maintenance	21.23
23790 - Pipefitter, Maintenance	27.67
23810 - Plumber, Maintenance	24.62
23820 - Pneudraulic Systems Mechanic	22.53
23850 - Rigger	22.53
23870 - Scale Mechanic	20.36
23890 - Sheet-Metal Worker, Maintenance	26.89
23910 - Small Engine Mechanic	21.10
23931 - Telecommunications Mechanic I	23.21
23932 - Telecommunications Mechanic II	24.05
23950 - Telephone Lineman	24.54
23960 - Welder, Combination, Maintenance	22.01
23965 - Well Driller	21.20
23970 - Woodcraft Worker	22.53
23980 - Woodworker	17.66
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.63
24580 - Child Care Center Clerk	14.51
24610 - Chore Aide	9.51
24620 - Family Readiness And Support Services Coordinator	13.66
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.16
25040 - Sewage Plant Operator	21.30
25070 - Stationary Engineer	25.16
25190 - Ventilation Equipment Tender	17.01
25210 - Water Treatment Plant Operator	21.23
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.02
27007 - Baggage Inspector	13.32
27008 - Corrections Officer	18.89
27010 - Court Security Officer	20.41
27030 - Detection Dog Handler	16.62
27040 - Detention Officer	18.89
27070 - Firefighter	21.35
27101 - Guard I	13.32
27102 - Guard II	16.62
27131 - Police Officer I	22.07
27132 - Police Officer II	24.51
28000 - Recreation Occupations	

28041 - Carnival Equipment Operator	11.14
28042 - Carnival Equipment Repairer	11.89
28043 - Carnival Equipment Worker	9.01
28210 - Gate Attendant/Gate Tender	15.25
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.05
28510 - Recreation Aide/Health Facility Attendant	12.45
28515 - Recreation Specialist	19.43
28630 - Sports Official	13.59
28690 - Swimming Pool Operator	19.20
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.29
29020 - Hatch Tender	23.29
29030 - Line Handler	23.29
29041 - Stevedore I	21.62
29042 - Stevedore II	24.53
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.88
30022 - Archeological Technician II	19.99
30023 - Archeological Technician III	24.76
30030 - Cartographic Technician	25.01
30040 - Civil Engineering Technician	25.17
30061 - Drafter/CAD Operator I	18.04
30062 - Drafter/CAD Operator II	20.18
30063 - Drafter/CAD Operator III	22.51
30064 - Drafter/CAD Operator IV	27.69
30081 - Engineering Technician I	15.54
30082 - Engineering Technician II	19.08
30083 - Engineering Technician III	21.95
30084 - Engineering Technician IV	24.41
30085 - Engineering Technician V	29.54
30086 - Engineering Technician VI	36.00
30090 - Environmental Technician	20.48
30210 - Laboratory Technician	20.07
30240 - Mathematical Technician	25.01
30361 - Paralegal/Legal Assistant I	17.19
30362 - Paralegal/Legal Assistant II	21.79
30363 - Paralegal/Legal Assistant III	26.66
30364 - Paralegal/Legal Assistant IV	32.25
30390 - Photo-Optics Technician	25.01
30461 - Technical Writer I	20.53
30462 - Technical Writer II	25.11
30463 - Technical Writer III	30.38
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.51
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.01
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.37
31030 - Bus Driver	17.28
31043 - Driver Courier	14.58
31260 - Parking and Lot Attendant	12.07
31290 - Shuttle Bus Driver	15.77
31310 - Taxi Driver	12.26

list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour. Conformance may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### **\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by



laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

#### REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

##### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C) (vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



## PRICING SCHEDULE

*CLINs 0001 thru 00004 are applicable to Non-Superfund work, whereas CLINs 0005 thru 0010 apply to Superfund activities.*

## BASE YEAR

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0001	Regional Records	█	MO	█	\$ <u>468,699.96</u>
0002	ODCs		Not to Exceed		\$ <u>110,000.00</u>
0003	Incentive	1	EA		\$ <u>5,000.00</u>
OPTIONAL CLIN					
0004	Regional Records Inventory (non-RC)	1	EA		\$ <u>200,390.40</u>
0005	On-Site Project Mgr.	█	HR	\$ █	\$ <u>127,545.60</u>
0006	On-Site Records Spec.	█	HR	\$ █	\$ <u>355,264.00</u>
0007	2 <sup>nd</sup> Shift On-Site Project Mgr.	█	HR	\$ █	\$ <u>115,710.40</u>
0008	2 <sup>nd</sup> Shift Records Spec.	█	HR	\$ █	\$ <u>355,264.00</u>
0009	Overtime (1 <sup>st</sup> Shift)		Not to Exceed		\$ <u>12,600.00</u>
0010	Travel		Not to Exceed		\$ <u>3,000.00</u>

*NOTE: All travel will be paid in accordance with Federal Travel Regulations (FTR). ODCs and Overtime will be paid at cost + G&A if applicable. Support documentation required for payment.*

*NOTE 2: All ODCs require COR approval prior to incurring the cost.*

## OPTION YEAR I

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1001	Regional Records	█	█	\$ █	\$ <u>472,630.20</u>

1002 ODCs Not to Exceed \$ 110,000.00

OPTIONAL CLIN

1004 Regional Records  
Inventory (non-RC) 1 EA \$200,908.80 \$ 200,908.80

1005 On-Site Project Mgr. [REDACTED] HR \$ [REDACTED] \$ 130,436.80

1006 On-Site Records Spec. [REDACTED] HR \$ [REDACTED] \$ 356,200.00

OPTIONAL CLIN

1007 2<sup>nd</sup> Shift On-Site [REDACTED] HR \$ [REDACTED] \$ 29,588.00  
Project Mgr. (3 MO)

This option item can be exercised up to 4 times at the price stated herein.

OPTIONAL CLIN

1008 2<sup>nd</sup> Shift Records Spec. [REDACTED] HR \$ [REDACTED] \$ 89,050.00  
(3 MO)

This option item can be exercised up to 4 times at the price stated herein.

TOTAL OF CLINS 1007 & 1008 IF EXERCISED ALL 4 TIMES \$ 474,552.00

1009 Overtime (1<sup>st</sup> Shift) Not to Exceed \$ 12,600.00

1010 Travel Not to Exceed \$ 3,000.00

*NOTE: All travel will be paid in accordance with Federal Travel Regulations (FTR). ODCs and Overtime will be paid at cost + G&A if applicable. Support documentation required for payment.*

*NOTE 2: EPA reserves the right to exercise this 3 month option with 2 weeks notice to contractor.*

*NOTE 3: All ODCs require COR approval prior to incurring the cost.*

OPTION YEAR II

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
2001	Regional Records	[REDACTED]	MO	\$ [REDACTED]	\$ <u>475,241.64</u>
2002	ODCs		Not to Exceed		\$ <u>110,000.00</u>

OPTIONAL CLIN

2004	Regional Records Inventory (non-RC)	1	EA	\$200,851.20	\$ 200,851.20
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2005	On-Site Project Mgr.	████	HR	\$ █████	\$ 132,995.20
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2006	On-Site Records Spec.	████	HR	\$ █████	\$ 356,096.00
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OPTIONAL CLIN

2007	2 <sup>nd</sup> Shift On-Site Project Mgr. (3 MO)	████	HR	\$ █████	\$ 30,165.20
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This option item can be exercised up to 4 times at the price stated herein.

OPTIONAL CLIN

2008	2 <sup>nd</sup> Shift Records Spec. (3 MO)	████	HR	\$ █████	\$ 89,024.00
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This option item can be exercised up to 4 times at the price stated herein.

TOTAL OF CLINS 2007 & 2008 IF EXERCISED ALL 4 TIMES	\$ 476,756.80
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2009	Overtime (1 <sup>st</sup> Shift)	Not to Exceed	\$ 12,600.00
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2010	Travel	Not to Exceed	\$ 3,000.00
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*NOTE: All travel will be paid in accordance with Federal Travel Regulations (FTR). ODCs and Overtime will be paid at cost + G&A if applicable. Support documentation required for payment.*

*NOTE 2: EPA reserves the right to exercise this 3 month option with 2 weeks notice to contractor.*

*NOTE 3: All ODCs require COR approval prior to incurring the cost.*

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b>	
				1      2	
<b>2. AMENDMENT/MODIFICATION NO.</b>		<b>3. EFFECTIVE DATE</b>		<b>4. REQUISITION/PURCHASE REQ. NO.</b>	
0001		04/15/2011			
<b>6. ISSUED BY</b>		<b>CODE</b>		<b>5. PROJECT NO. (If applicable)</b>	
Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		R7			
		<b>7. ADMINISTERED BY (If other than Item 6)</b>		<b>CODE</b>	
		Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		R7	
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>				<b>9A. AMENDMENT OF SOLICITATION NO.</b>	
CHENEGA LOGISTICS, LLC Attn: RYAN MALONEY 3000 C STREET STE 301 7034939880 ANCHORAGE AK 995033975				(X)	
				<b>9B. DATED (SEE ITEM 11)</b>	
<b>CODE</b> 784258134 <b>FACILITY CODE</b>				<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>	
				EP-R7-11-04	
				<b>10B. DATED (SEE ITEM 13)</b>	
				03/24/2011	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>					
See Schedule					
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
<b>CHECK ONE</b>					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
<b>E. IMPORTANT:</b> Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.					
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b>					
DUNS Number: 784258134					
R7 RECORDS MANAGEMENT SERVICES					
Max Expire Date: 03/25/2014					
The purpose of this modification is to:					
1) Clarify that invoices shall be submitted by the 15th of each month;					
2) Clarify that a PDF invoice shall be emailed on each task order, each month, to the applicable TOPO;					
3) Fix a calculation error in the contract value from the base contract award (page 1&2).					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>			<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b>		
			Marie Noel		
<b>15B. CONTRACTOR/OFFEROR</b>		<b>15C. DATE SIGNED</b>		<b>16B. UNITED STATES OF AMERICA</b>	
(Signature of person authorized to sign)				 (Signature of Contracting Officer)	
				<b>16C. DATE SIGNED</b>	
				4/15/11	

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EP-R7-11-04/0001PAGE OF  
2 2NAME OF OFFEROR OR CONTRACTOR  
CHENEGA LOGISTICS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The total contract value is \$5,281,343.00, the total option year 1 value is \$1,760,327.80, and the total option year 2 value is \$1,767,540.84. Delivery Location Code: R7 Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101 USA</p> <p>Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center Mail Drop D143-02 109 TW Alexander Drive Durham NC 27711</p> <p>FOB: Destination Period of Performance: 03/26/2011 to 03/25/2014</p> <p>Change Item 0002 to read as follows (amount shown is the total amount):</p>				
0002	<p>OPTION YEAR 1 (Option Line Item) 02/28/2012</p>				1,760,327.80
	<p>Change Item 0003 to read as follows (amount shown is the total amount):</p>				
0003	<p>OPTION YEAR II (Option Line Item) 02/28/2013</p>				1,767,540.84

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 05/17/2011		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		7. ADMINISTERED BY (If other than Item 6) Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHENEGA LOGISTICS, LLC Attn: RYAN MALONEY 3000 C STREET STE 301 7034939880 ANCHORAGE AK 995033975		(X)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 784258134		FACILITY CODE		9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. EP-R7-11-04	
				10B. DATED (SEE ITEM 13) 03/24/2011	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 784258134

Max Expire Date: 03/25/2014

The purpose of this modification is to add the G&A rates to the Pricing Schedule that will be applied to ODC's:

Base Year [REDACTED] %

Option Year I ([REDACTED] 1%)

Option Year II ([REDACTED] 3%)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marie Noel	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 5/17/11

Exemption 4 - CBI

## CONTINUATION SHEET

REFERENCE NO. DOCUMENT BEING CONTINUED  
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2 2

NAME OF OFFEROR OR CONTRACTOR

CHENEGA LOGISTICS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center Mail Drop D143-02 109 TW Alexander Drive Durham NC 27711 Period of Performance: 03/26/2011 to 03/25/2014				



## Exemption 4 - CBI

### PRICING SCHEDULE

*CLINs 0001 thru 00004 are applicable to Non-Superfund work, whereas CLINs 0005 thru 0010 apply to Superfund activities.*

#### BASE YEAR

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0001	Regional Records	█	MO	█	\$ <u>468,699.96</u>
0002	ODCs (plus G&A at 11.42%)		Not to Exceed		\$ <u>110,000.00</u>
0003	Incentive	1	EA		\$ <u>5,000.00</u>

#### OPTIONAL CLIN

0004	Regional Records Inventory (non-RC)	1	EA		\$ <u>200,390.40</u>
0005	On-Site Project Mgr.	█	HR	\$ █	\$ <u>127,545.60</u>
0006	On-Site Records Spec.	█	HR	\$ █	\$ <u>355,264.00</u>
0007	2 <sup>nd</sup> Shift On-Site Project Mgr.	█	HR	\$ █	\$ <u>115,710.40</u>
0008	2 <sup>nd</sup> Shift Records Spec.	█	HR	\$ █	\$ <u>355,264.00</u>
0009	Overtime (1 <sup>st</sup> Shift)		Not to Exceed		\$ <u>12,600.00</u>
0010	Travel		Not to Exceed		\$ <u>3,000.00</u>

*NOTE: All travel will be paid in accordance with Federal Travel Regulations (FTR). ODCs and Overtime will be paid at cost + G&A if applicable. Support documentation required for payment.*

*NOTE 2: All ODCs require COR approval prior to incurring the cost.*

OPTION YEAR I

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1001	Regional Records	█	MO	█	\$ <u>472,630.20</u>
1002	ODCs (plus G&A at 11.01%)		Not to Exceed		\$ <u>110,000.00</u>

OPTIONAL CLIN

1004	Regional Records Inventory (non-RC)	1	EA	\$ <u>200,908.80</u>	\$ <u>200,908.80</u>
1005	On-Site Project Mgr.	█	HR	\$ <u>█</u>	\$ <u>130,436.80</u>
1006	On-Site Records Spec.	█	HR	\$ <u>█</u>	\$ <u>356,200.00</u>

OPTIONAL CLIN

1007	2 <sup>nd</sup> Shift On-Site Project Mgr. (3 MO)	█	HR	\$ <u>█</u>	\$ <u>29,588.00</u>
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This option item can be exercised up to 4 times at the price stated herein.

OPTIONAL CLIN

1008	2 <sup>nd</sup> Shift Records Spec. (3 MO)	█	HR	\$ <u>█</u>	\$ <u>89,050.00</u>
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This option item can be exercised up to 4 times at the price stated herein.

TOTAL OF CLINS 1007 & 1008 IF EXERCISED ALL 4 TIMES \$ 474,552.00

1009	Overtime (1 <sup>st</sup> Shift)		Not to Exceed		\$ <u>12,600.00</u>
1010	Travel		Not to Exceed		\$ <u>3,000.00</u>

**NOTE:** All travel will be paid in accordance with Federal Travel Regulations (FTR). ODCs and Overtime will be paid at cost + G&A if applicable. Support documentation required for payment.

**NOTE 2:** EPA reserves the right to exercise this 3 month option with 2 weeks notice to contractor.

**NOTE 3:** All ODCs require COR approval prior to incurring the cost.

OPTION YEAR II

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
2001	Regional Records	█	MO	█	\$ <u>475,241.64</u>
2002	ODCs (plus G&A at 10.64%)		Not to Exceed		\$ <u>110,000.00</u>

OPTIONAL CLIN

2004	Regional Records Inventory (non-RC)	1	EA	\$ <u>200,851.20</u>	\$ <u>200,851.20</u>
2005	On-Site Project Mgr.	█	HR	\$ <u>█</u>	\$ <u>132,995.20</u>
2006	On-Site Records Spec.	█	HR	\$ <u>█</u>	\$ <u>356,096.00</u>

OPTIONAL CLIN

2007	2 <sup>nd</sup> Shift On-Site Project Mgr. (3 MO)	█	HR	\$ <u>█</u>	\$ <u>30,165.20</u>
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This option item can be exercised up to 4 times at the price stated herein.

OPTIONAL CLIN

2008	2 <sup>nd</sup> Shift Records Spec. (3 MO)	█	HR	\$ <u>█</u>	\$ <u>89,024.00</u>
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This option item can be exercised up to 4 times at the price stated herein.

TOTAL OF CLINS 2007 & 2008 IF EXERCISED ALL 4 TIMES \$ 476,756.80

2009	Overtime (1 <sup>st</sup> Shift)		Not to Exceed		\$ <u>12,600.00</u>
2010	Travel		Not to Exceed		\$ <u>3,000.00</u>

*NOTE: All travel will be paid in accordance with Federal Travel Regulations (FTR). ODCs and Overtime will be paid at cost + G&A if applicable. Support documentation required for payment.*

*NOTE 2: EPA reserves the right to exercise this 3 month option with 2 weeks notice to contractor.*

*NOTE 3: All ODCs require COR approval prior to incurring the cost.*

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE 07/28/2011		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		7. ADMINISTERED BY (If other than Item 6) Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHENEGA LOGISTICS, LLC Attn: RYAN MALONEY 3000 C STREET STE 301 7034939880 ANCHORAGE AK 995033975		(X) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 784258134		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. EP-R7-11-04	
				10B. DATED (SEE ITEM 13) 03/24/2011	

# 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

## 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 2 copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 784258134

Max Expire Date: 03/25/2014

The purpose of this modification is to notify Chenega Logistics (CL) the program offices (AWMD and SUPR) are taking over responsibility for their programmatic Confidential Business Information (CBI), effective August 1, 2011. This includes accepting, tracking, and the administrative set up of statutory CBI. The Government estimates it takes CL staff no more than 1 hour of time each month to provide these services. As a result, this is a no cost modification.

The attached contract PWS is revised accordingly.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Jack L. Peterson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		J. Peterson	7/28/11
		(Signature of Contracting Officer)	

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EP-R7-11-04/0003PAGE OF  
2 2NAME OF OFFEROR OR CONTRACTOR  
CHENEGA LOGISTICS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Note, Task Order 0001 (Non-Superfund) is impacted by this change; Task Order 0002 (Superfund) is not impacted. A modification to Task order 0001 is forthcoming.</p> <p>Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center Mail Drop D143-02 109 TW Alexander Drive Durham NC 27711</p> <p>Period of Performance: 03/26/2011 to 03/25/2014</p>				

**PERFORMANCE WORK STATEMENT**  
**FOR REGION 7**  
**RECORDS AND INFORMATION**

July 2011

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A. PERIOD OF PERFORMANCE

	<u>Start Date</u>	<u>End Date</u>
Base Period:	Contract Award	12 months after Contract award
Option Period 1:	Option Exercise	12 months after Option Exercise
Option Period 2:	Option Exercise	12 months after Option Exercise

B. CONTRACT ADMINISTRATION PERSONNEL

For this Contract, the Contracting Officer has approved the following individuals as Project Officer, Contracting Officer's Representatives (COR), and Alternate COR:

Project Officer/COR: Betty Saladin  
Phone: 913-551-7309  
Fax: 913-551-9309  
E-mail: [saladin.betty@epa.gov](mailto:saladin.betty@epa.gov)

ACOR: Carmen Hullaby  
Phone: 913-551-7070  
Fax: 913-551-9070  
E-mail: [hullaby.carmen@epa.gov](mailto:hullaby.carmen@epa.gov)

COR (Superfund): Jolleen Werst  
Phone: 913-551-7108  
Fax: 913-551-9108  
E-mail: [werst.jolleen@epa.gov](mailto:werst.jolleen@epa.gov)

ACOR (Superfund): Pamela Samek  
Phone: 913-551-7679  
Fax: 913-551-9679  
E-mail: [samek.pamela@epa.gov](mailto:samek.pamela@epa.gov)

C. BACKGROUND

1. LEGAL AUTHORITY

- a. 5 U.S.C. 552 (The Freedom of Information Act as amended)
- b. 5 U.S.C. 552a (The Privacy Act of 1974)
- c. 5 U.S.C. 553 (The Administrative Procedures Act)
- d. 5 CFR 1320.16 (Collection of information prescribed by another agency)
- e. 5 CFR 1320.17 (Interagency Reporting)
- f. 18 U.S.C. 2071 (Destruction of Records)
- g. 18 U.S.C. 2701-2707 (Electronic Communications Privacy Act of 1986)
- h. 28 U.S.C. Section 1732 (Business Records as Evidence Act)
- i. 31 U.S.C. 1101 et. seq. (Budget and Accounting Procedures Act of 1921)
- j. 36 CFR 1220 to 1238 (Records Management)
- k. 36 CFR Chapter XII, Part 1236 (Vital Records Mitigation and Recovery Plan)
- l. 40 CFR Part 2 (Public Information, including Procedures for Disclosure of Records Under the Freedom of Information Act, Confidentiality of Business Information and Testimony by the Employees and Production of Documents in Civil Litigation Where the United States is Not a Party)

- m. 41 CFR 201-6 to 201-11 (Records Management)
- n. 44 U.S.C. 29 (Records Management by the Archivist of the US and the Administrator of General Services)
- o. 44 U. S.C. 31 (Records Management by Federal Agencies)
- p. 44 U.S.C. 33 (Disposal of Records)
- q. 44 U.S.C. 35 (Paperwork Reduction Act of 1980, as amended)
- r. 44. U.S.C. 3504(e) (Paperwork Reduction Reauthorization Act of 1995)

## 2. REGULATORY AUTHORITY

- a. Superfund Amendment and Reauthorization Act (SARA of 1986)
- b. Federal Continuity Directives
- c. OMB Circular A-130, Management of Federal Information Resources
- d. NARA Rules & Regulations
- e. Comprehensive Environmental Response Compensation and Liability Act, as amended by SARA of 1986
- f. Federal Travel Regulations

## 3. BACKGROUND DOCUMENTS

- a. US EPA Directive 2100, IRM Manual, Chapter 10
- b. US EPA Directive 2160, Records Management Manual
- c. US EPA Uniform Continuity of Operations Plan (COOP) Policy (2030.1)
- d. EPA Vital Records Order
- e. EPA Region 7 Records Procedures Manual
- f. EPA Region 7 Program File Plans
- g. Regional Records Center Standard Operating Procedures Manual
- h. SUPR Records Center Operations Manual
- i. SUPR Site Team Records Management Manual
- j. SUPR Document Management System Records Center Staff User Manual
- k. TSCA CBI Protection Manual (7700 A1)
- l. RCRA CBI Security Manual
- m. Water Guidance Documents

## D. PLACE OF PERFORMANCE

The work will be performed at the offices of EPA Region 7, located at 901 N. 5th Street, Kansas City, Kansas, and the EPA Science and Technology Center, located at 300 Minnesota Avenue, Kansas City, Kansas 66101. On occasion, a need may arise for the contractor to travel within the four-state region commuting area (Iowa, Kansas, Missouri, and Nebraska). Travel may include, but is not limited to the Training and Logistics Center, in Kansas City, Missouri, the Federal Records Center in Lenexa, Kansas, and other records storage areas, and repositories within the greater Kansas City area. Travel costs will be reimbursed on a cost-incurred basis in accordance with the Federal Travel Regulations (FTR).

## E. INTRODUCTION AND PURPOSE AND SCOPE

The Environmental Protection Agency (EPA) Region 7 requires Records Management support services in order to serve its customers effectively and efficiently. EPA compiles information in many forms which it uses to interact with a variety of government, public and private stakeholders.

EPA must be able to readily access all of its records to respond to a variety of requests and support of: Freedom of Information Act (FOIA), Congressional requests, enforcement, litigation and regulatory activities. This demands an effective records management program which provides consistency in the way records are managed, efficiency in the filing and retrieval of documents, document security, efficient preparation of files, implementation of an electronic records program and efficient utilization of available space.

The Region 7 Records Center contains 22,295 linear feet of records storage space. This amount includes approximately 10,000 linear feet of non-Superfund records and approximately 6,600 linear feet of Superfund records. Additionally during the past fiscal year of reporting, the region has responded to slightly more than 4,250 requests for records or records assistance; approximately 1,200 of these requests were Superfund program related. These requests include preparing record indexes, inventories, assistance in preparation of responsive documents for Freedom of Information requests, Congressional inquiries, compilation and preparation of documents for Administrative Records, case litigation, scanning documents into document management systems, assistance with records retrieval from the FRC, records disposition, etc. On average, EPA responds to 525 FOIA requests annually. The volume of records activities for the Region is expected to increase by at least 30-40% over the next year.

#### **Personnel (Positions and Qualifications)**

Onsite Project Manager (Records Information Manager) for both Regional and Superfund to be available to EPA for status requests as well as the focal point for discussion with EPA representatives; and to oversee daily activities and information processes. Qualifications: High School Diploma or equivalent with at least 10 years of information management experience, five of which were in a supervisory capacity. Must have at least 5 years of NARA records management experience.

Onsite Information Manager (Records Information Manager) to direct and lead staff in daily work projects and information capture and security. Qualifications: High School Diploma or equivalent with at least 5 years of information management experience, three of which were in a supervisory or team lead capacity. Must have at least 3 years of National Archives and Records Administration (NARA) records management experience, as well as experience using the Versatile Enterprise software system/modules.

Onsite Records Specialist to perform day-to-day records and information tasks. Qualifications: High School Diploma or equivalent with at least 3 years of information management experience, preferably NARA records management experience. Prefer experience using the Versatile Enterprise software system/modules.

Records Trainer to assist in developing and in presenting records management training to EPA Region 7 staff and grantees. Qualifications: Masters degree in library/information science and

a minimum of 5 years experience, three of which were in a supervisory role with records management, or a Bachelor's degree in library/information science and eight years experience, three of which were in a supervisory role with records management.

## **F. REQUIRED TASKS**

The tasks performed under this contract will be monitored by designated CORs in task orders (TO), issued by the contracting officer. Technical direction of TO activities will be given by the designated COR for that TO. The government intends to initially award two (2) task orders from the Performance Work Statement. However, the government reserves the right to award additional TOs as required. The first TO, for Regional (non-Superfund) is firm, fixed price; the second TO, for Superfund is fixed unit rates with estimated quantity. (See attached pricing schedule.)

### **TASK 1 MANAGEMENT OF RECORD CENTER ACTIVITIES/ADMINISTRATIVE SUPPORT**

#### **Monthly and Annual technical and financial reports:**

The Contractor shall manage, document, account, and report work at the Task Order level, as directed by the CORs for non-Superfund and Superfund projects. Reporting includes documenting work by Program (e.g., Administrative Records, Brownfields, Federal Facility, Removal, RCRA, Superfund, Oil Spill/Emergency Response, Underground Storage Tanks) or other Special Projects. The Contractor shall prepare separate monthly Task Order Progress Reports including work performed and financial summaries providing content and format approved by the CORs. Each monthly report shall include the current activity as well as cumulative.

Superfund site-specific charging shall be performed for activities under this contract. The Contractor is required to accrue and invoice for costs incurred by site tasked under the Superfund Task Order. The Contractor shall document costs incurred by site for each increment of 15 minutes or more. Documentation shall be provided with each invoice submitted where site-specific charging occurs. A separate invoice shall be submitted for each task order under which services are performed. The financial progress report shall include, but not limited to, the percentage status of work completed, by labor category, current and cumulative number of hours and monies expended, as well as an estimate of hour and monies to complete for each task.

#### **Monthly Status Meetings:**

The Contractor shall plan for and attend monthly Status Meetings, as required, with each COR and any additional meetings, as requested. These meetings shall address priorities and schedules for tasks and activities scheduled throughout the period of performance. The Contractor shall prepare and provide an agenda within 2 working days prior to each meeting.

Other impromptu and/or regular status meetings may be held at any time during the month with the COR to resolve or reset priorities if the COR deems necessary.

Within 2 working days after each meeting, the Contractor shall prepare and deliver, via email, a Meeting Summary Report which will summarize major discussions and difficulties encountered, and document decisions, agreements and action items.

#### **Intellectual Management and Enhancement Activities:**



The Contractor shall be knowledgeable in and be responsible for staying current with all existing statutes, regulations, guidance and policy regarding records management in the Agency and Region in order to ensure (or make recommendations to ensure) that the records management products, services, standards, and procedures adhere to those requirements.

The Contractor shall be knowledgeable in the programs supported by the contract, to the extent necessary, to fully support the records and information management needs of those programs.

The Contractor shall be knowledgeable in the technical functionality, purpose, programming, and database structure of virtual/electronic systems of information, to the extent necessary, to support those systems of information, includes, but is not limited to the Versatile Enterprise and Imaging, the RCRA Document Management System (RDMS), Superfund Document Management System (SDMS), and the Enterprise Content Management System (ECMS).

The Contractor shall also maintain up-to-date knowledge in EPA's software suite used in the day-to-day performance of the contract (e.g., word processing, spreadsheet, database, and Email systems) and use those available tools to efficiently perform the required work. The Contractor may propose to the CORs alternative tools to enhance productivity and efficiency of records management activities and may be requested to assist the CORs in the acquisition following regional and Agency policy and procedures.

The Contractor shall maintain training logs to document staff participation in EPA and/or federal-specific training, including required training (e.g., Agency IT security training, regional Confidential Agency Information (CAI) training, etc.), Privacy Act training, ECMS.

Contractor personnel will have access to confidential and sensitive information in the performance of assigned work. Except as directed by the COR, contractor staff are prohibited from releasing any information about EPA files, data processing activities or functions, or any other knowledge of EPA operations or data. EPA will provide access lists to Contractor personnel for verification of authority to view protected collections.

Contractor personnel shall be required, in accordance with Homeland Security Presidential Directive 12 (HSPD 12), to undergo a background investigation. Contract employees must also sign confidentiality agreements to ensure sensitive and/or confidential data is not released. The contractor shall maintain these records on file for the duration of the contract. All contract employees are required to adhere to Confidential Business Information (CBI) regulations, policies, and procedures which includes an initial EPA-sponsored CBI training and an annual refresher course thereafter. Each contract employee must maintain a current CBI authorization prior to handling CBI documents.

#### **Conference Calls and Workgroups:**

The Contractor may be tasked to attend EPA-sponsored records management conference calls including, but not limited to, ECMS, Records Network, Regional Records Officer calls, and others pertaining to relevant records management issues.

## **TASK 2:      MANAGE AND OPERATE ON-SITE LOCATIONS**

The Contractor shall have overall responsibility for operating the Regional Records Center according to the Standard Operating Procedures (SOPs). The Records Center includes non-Superfund and Superfund records. This includes managing the Service Desk, all requests and responses, space, supplies, and equipment to ensure efficient operations, and keeping staff and public areas neat and orderly according to safety standards to convey a professional operation.

#### **Hours of Operation and Request Capture:**

The Contractor shall provide daily staffing, operation, and maintenance of the Region 7 Records Center through compliance with Regional standards, operating procedures, directives, and guidance, and in accordance with all applicable statutes, regulations, and laws (e.g., Clean Water Act; Clean Air Act; Resource Conservation and Recovery Act; CERCLA, as amended by SARA). Applicable laws, regulations, guidance and policies which become effective after the effective date of this contract will be incorporated by modification into the contract.

The Contractor shall manage the day-to-day operations of the Region 7 Record Center. Records Center hours for customer service to EPA staff, contractors, and grantees, shall be from 7 a.m. to 5 p.m. Monday through Friday. The Region 7 Records Center shall be closed during U.S. Government holidays.

In addition to the normal operating hours, the Superfund Records Center will also be required to provide a second shift of personnel from 4:30 p.m. to 1:00 a.m. The work performed during this shift is to assist the first shift in processing the back log of documents into the Superfund Document Management System, and filing of these documents. In addition this shift will also be tasked to process all "New Incoming" documents within 24-hours. The second shift will use the same space and equipment as the first shift.

Regional office document pick-up and delivery shall occur daily at 10:00am and 2:00pm; the Science and Technology Center document pick-up will occur on a requested basis. Superfund document pick-up is once a day by 2:00 p.m., and delivered to the Superfund COR.

The Contractor shall ensure that service to EPA staff, grantees, contractors, and the public is always professional, timely, and complete. The Contractor shall maintain the Region 7 Records Center in a neat and orderly manner at all times. The Contractor shall ensure that adequate supplies are maintained to complete tasks. Contractor shall not release or accept any EPA records from non-EPA employees without written authorization from appropriate EPA personnel. EPA will provide list to Contractor; Contractor is responsible for notifying COR when updated authorization is needed.

The Contractor shall receive, track, and process all walk-in and email requests for records and information. Such requests may include and require research, retrieval, copying and scanning, including burning CD/DVDs for FOIA requests, Congressional inquiries and Administrative Record preparation.

The Contractor shall capture all non-Superfund requests for records services into the AdventNet Service Desk Tracking System (Service Desk) or other comparable system, and fulfill each request according to EPA Standard Operating Procedures. Any requests thought to be outside of the scope shall immediately be brought to the appropriate COR's attention for clarification.

Non-Superfund requests will be processed as follows:

1. Simple/routine requests for a file or small subset of files, including FOIA and

Congressional requests (less than 50), will be provided within 1 workday. Workday is defined as 7 a.m. to 5 p.m. If request is made at noon; the response shall be provided by noon the following workday.

2. Searches which include a routine compilation of more than 50 files will be provided within 3 workdays.
3. Major searches for records, i.e., FOIA, litigation holds, Congressional inquiries, and off-site records storage (FRC), will be provided within 4 workdays.
4. Compilation of records associated with Administrative Records will be completed within 10 workdays.
5. High volume copying (more than 500 pages), or over-sized document copying will be completed within 2 workdays. In the event of a delay due to machine malfunction, contractor shall notify requester immediately to advise them of specific date for completion of task.

Superfund requests will be processed as follows:

1. Superfund requests received by email and walk-in, including FOIA and Congressional, that will take more than 1 hour to complete or exceeds 500 paper copies shall be brought to the attention of the COR.
2. All assignments for production of Collections shall be provided pursuant to Technical Direction Memorandums (TDMs). The TDM will provide specific instructions. These instructions shall include, but not be limited to individual TDM number, written instructions, and a due date. The finished product will be delivered to the COR. The discretion of implementing the TDM is at the sole discretion of Superfund. TDMs will be tracked to ensure completion.
3. Administrative Records (ARs) are not contemplated at this time, however a TDM may be placed if something materializes that will require this to be assigned to the Contractor. While none are contemplated, the most that would be done would be two (2) without a contract modification being made. If an AR is assigned it will require site specific charging.
4. FOIAs will not have site specific charging. However, the hours worked, number of maps processed and number of CDs made shall be provided on the FOIA form when delivery is made to the TOPO.
5. All documents released under FOIA (paper or electronic) will be tracked in SDMS with the FOIA number.

The Contractor shall assist with Enterprise Content Management System (ECMS) implementation in Region 7. The contractor shall be responsible for updating file and organization structures, revising naming conventions, and modifying file folders within the system, as directed. The Contractor shall also provide training to EPA employees, as required.

#### **Maintenance of Government Furnished Property:**

All supplies, equipment, software and systems will be furnished to the contractor by the government. The contractor shall not acquire property or supplies for the Government without the approval of the Contracting Officer or designee.

Government furnished property in the contractor's care shall be kept in good working order. The contractor shall operate EPA hardware and software in accordance with original manufacturer and EPA procedures. The contractor shall:

- (1) Be responsible for the proper use and care of all government furnished property;
- (2) Promptly notify the respective COR or other personnel when a piece of



- equipment breaks down or needs maintenance and repairs;
- (3) Promptly notify the respective COR when there will be a delay in getting a piece of equipment repaired; and/or
  - (4) Repair delays will affect the Records Center's ability to provide service.

The contractor shall maintain a complete inventory of government furnished property and provide the COR with an updated inventory when new property is acquired or older equipment is excessed.

#### **Maintenance of Supplies:**

The Contractor shall manage the inventory of records management supplies and notify the respective COR of supply needs, including quantities, product, and vendor information.

#### **Processes and Standard Operating Procedures (SOPs):**

The Contractor shall maintain and/or update EPA work processes and SOPs to ensure they are current, relevant, and reflect best practices. The Contractor shall develop new SOPs when requested or when deficiencies are identified, as well as review and consider draft products and procedures from other regions, programs and state-of-art information management practices in developing processes, SOPs, and recommendations.

#### **Technical Analysis Support and Consultation:**

The Contractor shall provide the CORs with technical advice, analysis support and consultation to support the EPA records management program. These activities shall include:

1. Recommendations on the equipment, organization of functions, operations, physical layout, and procedures of the Region 7 Records Center;
2. Develop new records management procedures, in addition to maintaining, revising, and updating all current records processes, procedures manuals, reference aids and guides.
3. Develop, briefings, training sessions, and educational programs to inform customers on relevant industry best practices and requirements for records management, and to instruct customers in the use and availability of information products and services.
4. Develop, participate, present up to 8 formal records management training sessions, and/or demonstrations to EPA Region 7 employees and grantees to ensure the effective operation of the records management program. This training will include, but not limited to ECMS, and records disposition.

The contractor shall produce training materials, as requested by the COR/ACOR for review and approval. The training may also include one-on-one training for electronic record management systems. The Contractor shall make presentations at meetings, as appropriate. The COR/ACOR shall provide information to focus presentations to specific audiences as appropriate.

5. Provide one-on-one customer assistance, as needed.

#### **Travel**

The Contractor may be asked to attend EPA conferences and seminars for developmental purposes; the number of Contractor representatives attending such meetings at government expense shall be determined by the COR.

The Contractor may be required to visit record repositories within the four-state region commuting area (Iowa, Kansas, Missouri, and Nebraska) in order to inventory, update, and/or retrieve Administrative Records. Routine travel may also be necessary within the local commuting area to other record center locations and repositories. Travel costs will be reimbursed on a cost-incurred basis in accordance with the Federal Travel Regulations (FTR).

### **TASK 3: MANAGEMENT OF SYSTEMS OF INFORMATION**

From receipt through disposition, the Contractor shall develop, maintain, organize, inventory, index, scan, track, and provide reference and access to the information contained in the information systems. Information includes collections, records and data, regardless of media and format, in accordance with the agency and program office policies and standard professional practices.

#### **Conduct and Maintain Inventory of Collections and Records:**

The Contractor shall maintain the inventory of collections and associated records. The inventory shall include the custodian and record media type. Versatile Enterprise is the approved records management program software to be used for capturing regional records information. The Contractor shall purchase the Versatile Optical Character Recognition (OCR) and the Electronic Records Management (ERMS) software (including annual support costs and training). This software will be used to store Region 7 electronic records (word processing documents, PDF files, scanned images, etc.).

The Contractor shall perform an initial comprehensive inventory of all Region 7 non-Superfund records in any media. This includes physical on-site review of records located at the Regional records center, the Science & Technology Center File Room, and records stored at the Federal Records Center in Lenexa, in order to identify records eligible for disposition and to determine the volume of records on hand. The Contractor shall prepare a report no later than 120 calendar days after contract award and every 6 months thereafter. The Contractor shall provide the inventory, in electronic format, to the non-Superfund COR no later than 14 working days from completion of inventory. Three weeks prior to the expiration of the contract, the contractor shall provide a final inventory to Region 7 COR.

The Contractor shall also perform an initial comprehensive inventory of all Region 7 Superfund records in any media. This inventory shall also be performed under the Regional Task Order. This includes physical on-site review of records located at the Regional records center, the Science & Technology Center File Room, and records stored at the Federal Records Center in Lenexa, in order to identify records eligible for disposition and to determine the volume of records on hand. The Contractor shall prepare a report no later than 200 calendar days after task order award and every 6 months thereafter. The Contractor shall provide the inventory, in electronic format, to both the non-Superfund COR no later than 14 working days from completion of inventory. Three weeks prior to the expiration of the task order, the contractor shall provide a final inventory to Region 7 COR.

The Contractor shall import, into Versatile, all Region 7 inventoried records within 60 calendar days from the completion date of the Superfund initial comprehensive inventory.

The Contractor shall enter all Region 7 file plan structure and related schedules into Versatile within 15 calendar days of receipt of Division or Branch file plan.

The contractor shall perform semi-annual audits of inventoried records, as defined in the Regional Records Center Standard Operating Procedures Manual. The contractor shall structurally realign records to reflect new organizational changes and compliance with programmatic guidelines. The Contractor shall provide an electronic report of audit findings to the COR. Three weeks prior to the expiration of the task order, the contractor shall provide the Region with a written audit report.

The contractor shall provide expertise in the development of new filing systems, manuals, and file plans in addition to maintaining existing file plans. In order to provide records control from inception to disposition, EPA approved software will be used. Examples of software that may be used to create and operate databases include but are not limited to, Domino.Doc, Lotus Notes, Oracle, Microsoft Excel, Adobe Acrobat, Microsoft Access, and Abbeyy Fine Reader. Tools currently used to manage Region 7 records are Domino Library and the Enterprise Content Management System (ECMS).

#### **Process, Organize and File Records and Collections:**

The Contractor shall preserve records (any medium) according to guidelines issued by EPA and the National Archives and Records Administration (NARA).

The Contractor, following the appropriate file structure(s) (e.g., File Structure Plan/ Classification for EPA Kansas City Region, and other applicable SOPs), shall process, organize and incorporate Records into the site files, as directed (determined by priorities and strategy developed with the COR). This will include, but not limited to:

- (1) Organizing Records according to the file structure;
- (2) Identifying duplicates and bring to attention of appropriate COR;
- (3) Searching for EPA identified privileged records, and separating those documents, properly labeling them as privileged;
- (4) Creating folders, labels, and filing.

The contractor, as directed by the COR, may be required to segregate sensitive material, remove information identified by Agency personnel, file redacted copies, and track what information has been released relative to protected collections. Information to be removed for purpose of disclosure will be identified by EPA personnel.

The contractor shall collect, organize, index, scan, redact, image, and inventory records in accordance with established procedures. The contractor shall clearly label and handle records identified by EPA as enforcement sensitive, confidential, attorney work products, and support contract documents in accordance with EPA guidance documents.

All phases of records disposition shall be performed including identification by EPA Records Disposition Schedule, compilation of special collections, retirement to inactive storage, recall from inactive storage, and destruction authorized by EPA personnel in accordance with the guidance documents. This includes special collections as well as routine records.

The Contractor shall ensure that documents are appropriately secured in the Regional Records Center and/or other designated areas; that no breach in security occurs by allowing

unauthorized access to privileged or sensitive information. Access to and security of records and related documents will be provided by the contractor in accordance with Agency, Regional, and program specific procedures.

The contractor shall clearly label, handle and distinguish from routine files any records identified by EPA staff as subject to FOIA exemptions or litigation privileges/holds.

The Contractor shall process records materials according to established EPA Region 7 standard operating procedures.

### **Day Forward**

The Contractor's primary processing responsibility shall be to process new Records according to established SOPs, including indexing, scanning, and processing of documents. All documents are to be processed and incorporated into the site files and/or appropriate collections. The timely and accurate processing of Day Forward Records, collections, and information is the second highest priority of Contract (behind Reference). Documents will be scanned, indexed, etc., using EPA content/records management software (e.g. Versatile; SDMS; RCRA Document Management System (RDMS), etc).

The Superfund COR, will issue to the contractor, all documents that need to be processed into SDMS. These documents will be processed within three (3) days of receipt.

### **Existing Non-Superfund Collections**

The Contractor shall:

1. Review the condition of non-Superfund collections and make required improvements to collections to ensure completeness (or document gaps) and to bring them into compliance with current standards; and
2. Make recommendations, where appropriate, and may be tasked to convert (or support the conversion) information assets from one format to another and/or recommend and implement, as approved, preservation activities.

### **Existing Superfund Collections**

The Contractor shall:

1. Review the collection in SDMS against the paper collection to ensure completeness and alert the COR of any discrepancies.
2. Process paper collections into SDMS to create an electronic collection.

### **Existing Superfund Site Files**

The Contractor shall review the condition of Superfund site files and make required improvements to the site files to bring them into compliance with current standards.

### **Unprocessed Records**



The Contractor shall process any backlog of unprocessed Records currently inventoried.

For Superfund Records, the contractor will notify the COR, before processing any records.

### **Safe Storage for Effective Retrieval:**

The Contractor shall safely store all Records and Collections identified in the inventory, which includes:

- (1) Evaluate and promptly identify to the respective COR any and all weaknesses in the storage of Records and collections;
- (2) Store all documents received in the record center in order that any record may be retrieved within the established timeframes;
- (3) Prepare and transfer inactive records to the Federal Records Center (FRC) following existing retention schedules and other applicable guidance **(this task is under Region Task Order)**;
- (4) Retrieve records from the FRC following established SOP **(this task is under Region Task Order)**; and
- (5) Identify alternative means of automating and streamlining processes (SOPs, workflows, systems) to the respective COR.

### **Provide Reference on Records and Collections**

The Region 7 Records Center provides service to our customers, which includes but is not limited to, EPA staff, Contractors, grantees, and other federal and state agencies (partners), regulated community, and the public. The Contractor shall ensure that information is protected from unauthorized release; provide reference support to records and collections regardless of the system(s) of information involved; and be responsible for responding to queries (written and in person), locating and retrieving information and delivering information to the customer.

The Contractor shall utilize the Region 7 Service Desk request tracking system in order to keep a log and real-time status of all non-Superfund requests made and response/information provided.

The Contractor shall utilize the Lotus Notes Group R7-Records-SUPR email box for tracking Superfund requests.

### **Reference Support in the Reviewing Area.**

The Contractor shall coordinate visits to the Review Area with appropriate EPA program person; including pulling requested records and staging them in the Review Area. EPA personnel are responsible for escorting visitors to and from the Review Area, and monitoring the review of records while in the Review Area.

### **Circulation Support**

The Contractor shall circulate materials from collections ensuring that the materials are loaned according to current policies and procedures, and track circulation activity for retrieval, statistical analysis and future decision making. This task involves maintenance of the Records

Center. It includes but is not limited to the physical file activities of the Region 7 Records Center, filing; file room operation; and maintenance of documents. This work will be performed to ensure work continuity in accordance with defined tasks and contract requirements. Work involves performing routine records management duties, securing documents in the Records Center and/or other designated areas. The Contractor may be required to segregate sensitive material, remove information identified by Agency personnel, file redacted copies, and track what information has been released as it related to protected collections.

Superfund document pickup will be once daily by 2:00 p.m. These documents will be delivered to the Superfund COR or ACOR. EPA will review these documents and assign them to the Contractor. These documents will be processed into SDMS within three (3) days of receipt.

### **Reproduction Support**

The Contractor shall provide reproduction support service (e.g., photocopy service [paper-to-paper, paper-to-PDF, etc.], and CD/DVD creation/duplication) only for those records under maintenance within the Records Center, in accordance with government regulations and Agency policy.

### **Managing Electronic Systems of Information:**

The operation and maintenance of the information systems may include, but is not limited to, support, as requested by the COR, in the following areas:

- (1) Maintaining system software;
- (2) Documentation;
- (3) Troubleshooting any daily application issues that may arise;
- (4) User support/training;
- (5) Data capture/entry;
- (6) System and data quality control; and
- (7) Report specification development

The contractor shall develop and implement processes and systems for tracking and reporting on task performance. Tracking and reporting processing and systems shall meet EPA standards and shall be approved by the EPA COR.

### **TASK 4: SPECIALIZED SERVICES AND PROJECTS**

The Contractor shall provide support or serve as project manager, as directed by the COR, for existing specialized services and/or projects and for special projects which enhance existing, or develop new products, services, standards and procedures. The Contractor shall use sound modern project management methodologies in managing special projects.

Specialized services and projects include, but are not limited to support and preparation of special collections and projects (e.g, Inventories, Administrative Records (ARs), Administrative Records Files (AR Files), etc.), transfer to or retrieval from alternate storage media (CD-ROM, DVD, Microfilm/fiche, review of material to ensure readability, and creation of supporting indexes, where necessary.

The Contractor shall conduct a Region 7 (including the Science and Technology Center, EPA field offices, and Continuity of Operations sites) inventory and volume review of all unstructured records located in EPA offices, cubicles, and service modules; records in unoccupied offices and cubicles shall be included in the inventory. Travel to EPA Region 7 Field offices may be required. There are approximately 700 EPA employees and grantees in Region 7. The Contractor shall use an inventory form provided by the EPA regional COR (Copy Attached). The Contractor shall complete this task within 10 months from contract award date. Performance of this task is at the discretion of EPA and dependent upon funding.

The inventory will include, but not be limited to, the physical inspection of the files and record the essential information about them; identify duplicate, fragmented, and related records; any systems/databases; and match the records to the existing EPA records schedules. The Contractor shall identify personal papers, reference materials, other non-record materials such as stocks of publications, and records or potential records (including working files).

## **TASK 5 - EMERGENCY SUPPORT FUNCTIONS**

The Continuity of Operations Plan (COOP), along with the Vital Records Program, provides guidance and procedures that will allow EPA Region 7 to rebuild essential operations, ensure that Agency records are protected and efficiently recovered or salvaged using cost effective methods necessary to resume Agency operations during and after an emergency or natural disaster. The full intention of these programs is to sustain the Regions critical operations until the Region becomes fully operational.

The primary authority establishing the Vital Records Mitigation and Recovery Plan within the Federal Government is 36 Code of Federal Regulations, Chapter XII, Part 1236, Management of Vital Records. Region 7, as required by statute and regulation, has established a vital records protection program.

The Contractor shall provide analyses and input for the development of a Regional Disaster Mitigation and Vital Records Plan within 120 days of the award of the task order. The Contractor shall safeguard records targeted as vital records and provide on-going support of records, both on and off site, ensuring that sensitive and confidential materials remain safeguarded. In cases of emergency, the Contractor shall identify records impacted by disaster, carrying out appropriate salvage efforts, and participating in records recovery efforts by packing out and relocating damaged materials

Contract personnel shall assist in non-life threatening mitigation and recovery efforts by performing the following tasks:

- a. The contractor shall notify their employees of emergency situations which involve the EPA.
- b. The contractor shall safeguard records targeted as vital records and provide on-going support of records both on and off site.
- c. In cases of emergency, the contractor shall identify records impacted by disaster, carrying out appropriate salvage efforts.
- d. The contractor shall participate in records recovery efforts by packing out and relocation of damaged materials.
- e. The contractor shall ensure that sensitive and confidential materials remain safeguarded.



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE 08/25/2011		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (if applicable)		6. ISSUED BY Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		7. ADMINISTERED BY (if other than Item 6) Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHENEGA LOGISTICS, LLC Attn: RYAN MALONEY 3000 C STREET STE 301 7034939880 ANCHORAGE AK 995033975		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 784258134		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. EP-R7-11-04	
				10B. DATED (SEE ITEM 13) 03/24/2011	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
- Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (if required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.243-1, Changes - Fixed Price

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**


DUNS Number: 784258134

Max Expire Date: 03/25/2014

The purpose of this modification is to add local clause EPA-2010-50 Funding, to the contract. This clause states: "At time of contract award, total funding for this contract is not available for obligation. As funds become available, modifications will be issued to increase the funding amount until the total price of the contract is obligated."

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jack L. Peterson	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 8/25/11

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EP-R7-11-04/0004PAGE OF  
2 2NAME OF OFFEROR OR CONTRACTOR  
CHENEGA LOGISTICS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center Mail Drop D143-02 109 TW Alexander Drive Durham NC 27711 Period of Performance: 03/26/2011 to 03/25/2014				

**Clause Title: FUNDING**

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At time of contract award, total funding for this contract is not available for obligation. As funds become available, modifications will be issued to increase the funding amount until the total price of the contract is obligated.

[Close Window](#)

AMENDMENT OF SOLICITATION/MODIFICATION		1 OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. . 0005		3. EFFECTIVE DATE 09/23/2011		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		CODE R7		7. ADMINISTERED BY (If other than Item 6) Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		CODE R7	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  CHENEGA LOGISTICS, LLC Attn: RYAN MALONEY 3000 C STREET JTE 301 7034939880 ANCHORAGE AK 995033975				(X) 9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-R7-11-04			
				10B. DATED (SEE ITEM 13) 03/24/2011			
CODE 784258134		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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CHK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	FAR 52.243-1, Changes - Fixed Price

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 784258134

Max Expire Date: 03/25/2014

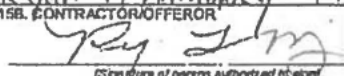
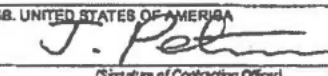
The purpose of this modification is to add a new Contract Line Item Number (CLIN) to the contract Pricing Schedule. CLIN 0011 will be for Records Specialist Overtime, Not to Exceed (NTE) \$242,254.60 through the remainder of the base year.

EPA Region 7 will be moving to Lenexa, KS. Records need to be processed prior to the move due to the lack of space at the new facility. As a result, CLIN 0011 is needed.

A modification to Task Order #02 is forthcoming, which will include a new task order Pricing Schedule and funding for the above mentioned overtime.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Ryan T. Maloney Director of Operations		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jack L. Peterson	
15B. CONTRACTOR/OFFEROR 		16B. UNITED STATES OF AMERICA 	
15C. DATE SIGNED 09/23/11		16C. DATE SIGNED 9/23/11	

NSN 7540-01-152-0070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243



AMENDMENT OF SOLICITATION/MODIFICATION		1 OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
						1 2	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
0005		09/23/2011					
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		R7		Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		R7	
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				10B. DATED (SEE ITEM 13) 03/24/2011			
CODE 784258134		FACILITY CODE					

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## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
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E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 784258134

Max Expire Date: 03/25/2014

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EPA Region 7 will be moving to Lenexa, KS. Records need to be processed prior to the move due to the lack of space at the new facility. As a result, CLIN 0011 is needed.

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Continued ...

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15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Jack L. Peterson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		J. Peterson (Signature of Contracting Officer)	9/23/11

## CONTINUATION SHEET

REFERENCE NO. DOCUMENT BEING CONTINUED  
EP-R7-11-04/0005PAGE OF  
2 2NAME OF OFFEROR OR CONTRACTOR  
CHENEGA LOGISTICS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery Location Code: R7 Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101 USA  Payment: RTF Finance Center US Environmental Protection Agency RTP-Finance Center Mail Drop D143-02 109 TW Alexander Drive Durham NC 27711 FOB: Destination Period of Performance: 03/26/2011 to 03/25/2014  Change Item 0001 to read as follows (amount shown is the total amount):  0001 BASE YEAR Obligated Amount: \$0.00				1,995,728.96

# Exemption 4 - CBI

## PRICING SCHEDULE

CLINs 0001 thru 00004 are applicable to Non-Superfund work, whereas CLINs 0005 thru 0011 apply to Superfund activities.

### BASE YEAR

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0001	Regional Records	█	MO	\$ █	\$ 468,699.96
0002	ODCs (plus G&A at █ %)		Not to Exceed		\$ 110,000.00
0003	Incentive	1	EA		\$ 5,000.00

### OPTIONAL CLIN

0004	Regional Records Inventory (non-RC)	1	EA		\$ 200,390.40
0005	On-Site Project Mgr.	█	HR	\$ █	\$ 127,545.60
0006	On-Site Records Spec.	█	HR	\$ █	\$ 355,264.00
0007	2 <sup>nd</sup> Shift On-Site Project Mgr.	█	HR	\$ █	\$ 115,710.40
0008	2 <sup>nd</sup> Shift Records Spec.	█	HR	\$ █	\$ 355,264.00
0009	Overtime (1 <sup>st</sup> Shift)		Not to Exceed		\$ 12,600.00
0010	Travel		Not to Exceed		\$ 3,000.00
0011	Overtime – Move Related (All Chenega Records Specialists Eligible)		Not to Exceed		\$ 242,254.60

NOTE: All travel will be paid in accordance with Federal Travel Regulations (FTR). ODCs and Overtime will be paid at cost + G&A if applicable. Support documentation required for payment.

NOTE 2: All ODCs require COR approval prior to incurring the cost.



OPTION YEAR I

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1001	Regional Records	█	MO	\$ █	\$ <u>472,630.20</u>
1002	ODCs (plus G&A at █%)		Not to Exceed		\$ <u>110,000.00</u>

OPTIONAL CLIN

1004	Regional Records Inventory (non-RC)	1	EA	\$ <u>200,908.80</u>	\$ <u>200,908.80</u>
1005	On-Site Project Mgr.	█	HR	\$ █	\$ <u>130,436.80</u>
1006	On-Site Records Spec.	█	HR	\$ █	\$ <u>356,200.00</u>

OPTIONAL CLIN

1007	2 <sup>nd</sup> Shift On-Site Project Mgr. (3 MO)	█	HR	\$ █	\$ <u>29,588.00</u>
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This option item can be exercised up to 4 times at the price stated herein.

OPTIONAL CLIN

1008	2 <sup>nd</sup> Shift Records Spec. (3 MO)	█	HR	\$ █	\$ <u>89,050.00</u>
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This option item can be exercised up to 4 times at the price stated herein.

TOTAL OF CLINS 1007 & 1008 IF EXERCISED ALL 4 TIMES \$ 474,552.00

1009	Overtime (1 <sup>st</sup> Shift)		Not to Exceed		\$ <u>12,600.00</u>
1010	Travel		Not to Exceed		\$ <u>3,000.00</u>

*NOTE: All travel will be paid in accordance with Federal Travel Regulations (FTR). ODCs and Overtime will be paid at cost + G&A if applicable. Support documentation required for payment.*

*NOTE 2: EPA reserves the right to exercise this 3 month option with 2 weeks notice to contractor.*

*NOTE 3: All ODCs require COR approval prior to incurring the cost.*

OPTION YEAR II

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
2001	Regional Records	█	MO	\$ █	\$ <u>475,241.64</u>
2002	ODCs (plus G&A at █%)		Not to Exceed		\$ <u>110,000.00</u>

OPTIONAL CLIN

2004	Regional Records Inventory (non-RC)	1	EA	\$ <u>200,851.20</u>	\$ <u>200,851.20</u>
2005	On-Site Project Mgr.	█	HR	\$ █	\$ <u>132,995.20</u>
2006	On-Site Records Spec.	█	HR	\$ █	\$ <u>356,096.00</u>

OPTIONAL CLIN

2007	2 <sup>nd</sup> Shift On-Site Project Mgr. (3 MO)	█	HR	\$ █	\$ <u>30,165.20</u>
------	---	---	----	------	---------------------

This option item can be exercised up to 4 times at the price stated herein.

OPTIONAL CLIN

2008	2 <sup>nd</sup> Shift Records Spec. (3 MO)	█	HR	\$ █	\$ <u>89,024.00</u>
------	--	---	----	------	---------------------

This option item can be exercised up to 4 times at the price stated herein.

TOTAL OF CLINS 2007 & 2008 IF EXERCISED ALL 4 TIMES \$ 476,756.80

2009	Overtime (1 <sup>st</sup> Shift)		Not to Exceed		\$ <u>12,600.00</u>
2010	Travel		Not to Exceed		\$ <u>3,000.00</u>

*NOTE: All travel will be paid in accordance with Federal Travel Regulations (FTR). ODCs and Overtime will be paid at cost + G&A if applicable. Support documentation required for payment.*

*NOTE 2: EPA reserves the right to exercise this 3 month option with 2 weeks notice to contractor.*

*NOTE 3: All ODCs require COR approval prior to incurring the cost.*

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b> 1   2	
<b>2. AMENDMENT/MODIFICATION NO.</b> 0006		<b>3. EFFECTIVE DATE</b> 11/18/2011		<b>4. REQUISITION/PURCHASE REQ. NO.</b>	
<b>5. PROJECT NO. (if applicable)</b>		<b>6. ISSUED BY</b> Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		<b>7. ADMINISTERED BY (if other than Item 6)</b> Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101	
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b> CHENEGA LOGISTICS, LLC Attn: RYAN MALONEY 3000 C STREET STE 301 7034939880 ANCHORAGE AK 995033975		<b>9A. AMENDMENT OF SOLICITATION NO.</b>		<b>9B. DATED (SEE ITEM 11)</b>	
<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b> EP-R7-11-04		<b>10B. DATED (SEE ITEM 13)</b> 03/24/2011			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (if required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</b>
	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<b>X</b>	<b>D. OTHER (Specify type of modification and authority)</b> H-3 EPA 1552.237-72, Key Personnel.

**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: 784258134

Max Expire Date: 03/25/2014

The purpose of this modification is to document the Key Personnel changes in accordance with clause H-3.

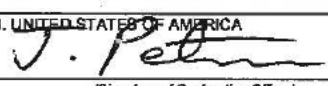
Onsite Project Manager (Records Information Manager)

Exemption 4 - CBI - key personnel

Onsite Information Manager (Records Information Manager)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Jack L. Peterson	
<b>15B. CONTRACTOR/OFFEROR</b>  (Signature of person authorized to sign)	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>  (Signature of Contracting Officer)	<b>16C. DATE SIGNED</b> 11/18/11

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EP-R7-11-04/0006PAGE OF  
2 2NAME OF OFFEROR OR CONTRACTOR  
CHENEGA LOGISTICS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center Mail Drop D143-02 109 TW Alexander Drive Durham NC 27711 Period of Performance: 03/26/2011 to 03/25/2014				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 0007		3. EFFECTIVE DATE 11/23/2011		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than Item 6) Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		CODE R7	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHENEGA LOGISTICS, LLC Attn: RYAN MALONEY 3000 C STREET STE 301 7034939880 ANCHORAGE AK 995033975		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 784258134 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-R7-11-04		10B. DATED (SEE ITEM 13) 03/24/2011	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: 784258134

Max Expire Date: 03/25/2014

The purpose of this modification is to change the contract COR to Carmen Hullaby.

Payment:

RTP Finance Center

US Environmental Protection Agency

RTP-Finance Center


Mail Drop D143-02

109 TW Alexander Drive

Durham NC 27711

Period of Performance: 03/26/2011 to 03/25/2014

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jack L. Peterson	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/23/11



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b>	
				1 2	
<b>2. AMENDMENT/MODIFICATION NO.</b>		<b>3. EFFECTIVE DATE</b>		<b>4. REQUISITION/PURCHASE REQ. NO.</b>	
0008		03/26/2012			
<b>6. ISSUED BY</b>		<b>CODE</b>		<b>5. PROJECT NO. (If applicable)</b>	
Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		R7			
		<b>7. ADMINISTERED BY (If other than Item 6)</b>		<b>CODE</b>	
		Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		R7	
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>		<b>9A. AMENDMENT OF SOLICITATION NO.</b>			
CHENEGA LOGISTICS, LLC Attn: RYAN MALONEY 3000 C STREET STE 301 7034939880 ANCHORAGE AK 995033975		(x)			
		<b>9B. DATED (SEE ITEM 11)</b>			
		<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>			
		EP-R7-11-04			
		<b>10B. DATED (SEE ITEM 13)</b>			
		03/24/2011			
<b>CODE</b>		<b>FACILITY CODE</b>			
784258134					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</b>
	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
X	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause I-7, FAR 52.217-9, Option to Extend the Term of the Contract</b>
	<b>D. OTHER (Specify type of modification and authority)</b>

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return \_\_\_\_\_ 1 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: 784258134

Max Expire Date: 03/25/2014

The purpose of this modification is to exercise Option Year 1, which extends the period of performance through 03/25/2013.

Delivery Location Code: R7

Region 7

US Environmental Protection Agency

901 North 5th Street

Kansas City KS 66101 USA

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b>	
Michael Montgomery		Jack L. Peterson	
<b>15B. CONTRACTOR/OFFEROR</b>		<b>15C. DATE SIGNED</b>	
[Signature]		3/26/2012	
<b>15D. UNITED STATES OF AMERICA</b>		<b>16C. DATE SIGNED</b>	
J. Peterson		3/15/12	
<b>(Signature of person authorized to sign)</b>		<b>(Signature of Contracting Officer)</b>	

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0008		3. EFFECTIVE DATE 03/26/2012		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		7. ADMINISTERED BY (If other than Item 6) Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHENEGA LOGISTICS, LLC Attn: RYAN MALONEY 3000 C STREET STE 301 7034939880 ANCHORAGE AK 995033975		(X)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 784258134		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. EP-R7-11-04	
				10B. DATED (SEE ITEM 13) 03/24/2011	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					

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12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause I-7, FAR 52.217-9, Option to Extend the Term of the Contract
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 784258134

Max Expire Date: 03/25/2014

The purpose of this modification is to exercise Option Year 1, which extends the period of performance through 03/25/2013.

Delivery Location Code: R7

Region 7

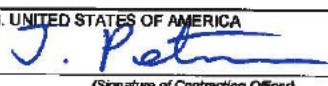
US Environmental Protection Agency

901 North 5th Street

Kansas City KS 66101 USA

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jack L. Peterson	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED 3/15/12	



## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EP-R7-11-04/0008PAGE OF  
2 2NAME OF OFFEROR OR CONTRACTOR  
CHENEGA LOGISTICS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center Mail Drop D143-02 109 TW Alexander Drive Durham NC 27711 FOB: Destination Period of Performance: 03/26/2011 to 03/25/2013  Change Item 0002 to read as follows (amount shown is the total amount):  OPTION YEAR 1 Obligated Amount: \$0.00				1,760,327.80

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b>	
				1   2	
<b>2. AMENDMENT/MODIFICATION NO.</b>		<b>3. EFFECTIVE DATE</b>		<b>4. REQUISITION/PURCHASE REQ. NO.</b>	
0009		03/26/2012			
<b>6. ISSUED BY</b>		<b>7. ADMINISTERED BY (If other than Item 6)</b>		<b>5. PROJECT NO. (If applicable)</b>	
CODE R7		CODE R7			
Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101			
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>		<b>9A. AMENDMENT OF SOLICITATION NO.</b>			
CHENEGA LOGISTICS, LLC Attn: RYAN MALONEY 3000 C STREET STE 301 7034939880 ANCHORAGE AK 995033975		(x)			
				<b>9B. DATED (SEE ITEM 11)</b>	
		x		<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>	
				EP-R7-11-04	
				<b>10B. DATED (SEE ITEM 13)</b>	
CODE 784258134		FACILITY CODE		03/24/2011	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</b>
X	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
	<b>D. OTHER (Specify type of modification and authority)</b>

**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: 784258134

Max Expire Date: 03/25/2014

The purpose of this modification is to add the updated Service Contract Act Wage Determination 2005-2307, revision 12, dated 06/13/2011. See attached.

Payment:

RTP Finance Center

US Environmental Protection Agency

RTP-Finance Center

Mail Drop D143-02

109 TW Alexander Drive

Durham NC 27711

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b>	
		Jack L. Peterson	
<b>15B. CONTRACTOR/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16B. UNITED STATES OF AMERICA</b>	<b>16C. DATE SIGNED</b>
(Signature of person authorized to sign)		J. Peterson (Signature of Contracting Officer)	3/22/12

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EP-R7-11-04/0009

PAGE	OF
2	2

NAME OF OFFEROR OR CONTRACTOR  
CHENEGA LOGISTICS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 03/26/2011 to 03/25/2013				

WD 05-2307 (Rev.-12) was first posted on www.wdol.gov on 06/17/2011

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski                      Division of  
Director                                  Wage Determinations

Wage Determination No.: 2005-2307  
Revision No.: 12  
Date Of Revision: 06/13/2011

States: Kansas, Missouri

Area: Kansas Counties of Anderson, Atchison, Doniphan, Douglas, Franklin, Johnson, Leavenworth, Linn, Miami, Wyandotte  
Missouri Counties of Adair, Andrew, Atchison, Bates, Buchanan, Caldwell, Carroll, Cass, Chariton, Clay, Clinton, Cooper, Daviess, De Kalb, Gentry, Grundy, Harrison, Henry, Holt, Howard, Jackson, Johnson, Lafayette, Linn, Livingston, Macon, Mercer, Nodaway, Pettis, Platte, Putnam, Ray, Saline, Schuyler, Sullivan, Worth

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.97
01012 - Accounting Clerk II		15.69
01013 - Accounting Clerk III		17.77
01020 - Administrative Assistant		21.80
01040 - Court Reporter		18.32
01051 - Data Entry Operator I		12.47
01052 - Data Entry Operator II		14.14
01060 - Dispatcher, Motor Vehicle		18.55
01070 - Document Preparation Clerk		14.22
01090 - Duplicating Machine Operator		14.22
01111 - General Clerk I		12.95
01112 - General Clerk II		14.22
01113 - General Clerk III		15.96
01120 - Housing Referral Assistant		20.79
01141 - Messenger Courier		11.41
01191 - Order Clerk I		12.73
01192 - Order Clerk II		15.29
01261 - Personnel Assistant (Employment) I		16.17
01262 - Personnel Assistant (Employment) II		17.97
01263 - Personnel Assistant (Employment) III		20.54
01270 - Production Control Clerk		20.04
01280 - Receptionist		13.87
01290 - Rental Clerk		14.97
01300 - Scheduler, Maintenance		15.96
01311 - Secretary I		15.96
01312 - Secretary II		17.90
01313 - Secretary III		20.79
01320 - Service Order Dispatcher		21.18
01410 - Supply Technician		23.09
01420 - Survey Worker		17.02
01531 - Travel Clerk I		12.96
01532 - Travel Clerk II		14.00
01533 - Travel Clerk III		15.03
01611 - Word Processor I		14.09
01612 - Word Processor II		15.81

01613 - Word Processor III	17.69
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.30
05010 - Automotive Electrician	19.32
05040 - Automotive Glass Installer	18.59
05070 - Automotive Worker	18.59
05110 - Mobile Equipment Servicer	16.51
05130 - Motor Equipment Metal Mechanic	20.03
05160 - Motor Equipment Metal Worker	18.59
05190 - Motor Vehicle Mechanic	21.70
05220 - Motor Vehicle Mechanic Helper	15.47
05250 - Motor Vehicle Upholstery Worker	17.54
05280 - Motor Vehicle Wrecker	18.59
05310 - Painter, Automotive	19.32
05340 - Radiator Repair Specialist	18.59
05370 - Tire Repairer	15.18
05400 - Transmission Repair Specialist	20.03
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.52
07041 - Cook I	10.88
07042 - Cook II	12.54
07070 - Dishwasher	9.60
07130 - Food Service Worker	10.31
07210 - Meat Cutter	15.48
07260 - Waiter/Waitress	9.27
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.23
09040 - Furniture Handler	15.75
09080 - Furniture Refinisher	21.23
09090 - Furniture Refinisher Helper	17.01
09110 - Furniture Repairer, Minor	19.27
09130 - Upholsterer	12.46
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.24
11060 - Elevator Operator	12.93
11090 - Gardener	16.01
11122 - Housekeeping Aide	12.93
11150 - Janitor	12.93
11210 - Laborer, Grounds Maintenance	13.34
11240 - Maid or Houseman	10.52
11260 - Pruner	12.93
11270 - Tractor Operator	15.37
11330 - Trail Maintenance Worker	13.34
11360 - Window Cleaner	13.33
12000 - Health Occupations	
12010 - Ambulance Driver	17.12
12011 - Breath Alcohol Technician	17.12
12012 - Certified Occupational Therapist Assistant	21.32
12015 - Certified Physical Therapist Assistant	22.07
12020 - Dental Assistant	16.52
12025 - Dental Hygienist	34.35
12030 - EKG Technician	24.23
12035 - Electroneurodiagnostic Technologist	24.23
12040 - Emergency Medical Technician	17.12
12071 - Licensed Practical Nurse I	14.58
12072 - Licensed Practical Nurse II	16.31
12073 - Licensed Practical Nurse III	18.19
12100 - Medical Assistant	14.08
12130 - Medical Laboratory Technician	15.52
12160 - Medical Record Clerk	13.62
12190 - Medical Record Technician	15.23

12195 - Medical Transcriptionist	15.38
12210 - Nuclear Medicine Technologist	32.27
12221 - Nursing Assistant I	9.93
12222 - Nursing Assistant II	11.18
12223 - Nursing Assistant III	12.18
12224 - Nursing Assistant IV	13.68
12235 - Optical Dispenser	14.12
12236 - Optical Technician	14.95
12250 - Pharmacy Technician	14.84
12280 - Phlebotomist	13.68
12305 - Radiologic Technologist	25.29
12311 - Registered Nurse I	23.68
12312 - Registered Nurse II	27.27
12313 - Registered Nurse II, Specialist	27.27
12314 - Registered Nurse III	33.15
12315 - Registered Nurse III, Anesthetist	33.15
12316 - Registered Nurse IV	39.45
12317 - Scheduler (Drug and Alcohol Testing)	20.20
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.11
13012 - Exhibits Specialist II	27.35
13013 - Exhibits Specialist III	29.94
13041 - Illustrator I	18.65
13042 - Illustrator II	22.33
13043 - Illustrator III	27.90
13047 - Librarian	30.95
13050 - Library Aide/Clerk	10.37
13054 - Library Information Technology Systems Administrator	23.49
13058 - Library Technician	13.96
13061 - Media Specialist I	17.03
13062 - Media Specialist II	19.04
13063 - Media Specialist III	21.24
13071 - Photographer I	17.20
13072 - Photographer II	19.24
13073 - Photographer III	23.84
13074 - Photographer IV	29.17
13075 - Photographer V	35.29
13110 - Video Teleconference Technician	17.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.03
14042 - Computer Operator II	17.93
14043 - Computer Operator III	19.99
14044 - Computer Operator IV	23.48
14045 - Computer Operator V	24.61
14071 - Computer Programmer I	22.38
14072 - Computer Programmer II	26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.03
14160 - Personal Computer Support Technician	23.48
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.38
15020 - Aircrew Training Devices Instructor (Rated)	33.12
15030 - Air Crew Training Devices Instructor (Pilot)	39.69
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	26.64
15070 - Flight Instructor (Pilot)	39.69



15080 - Graphic Artist	25.30
15090 - Technical Instructor	20.74
15095 - Technical Instructor/Course Developer	25.38
15110 - Test Proctor	17.30
15120 - Tutor	17.30
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.16
16030 - Counter Attendant	9.16
16040 - Dry Cleaner	11.82
16070 - Finisher, Flatwork, Machine	9.16
16090 - Presser, Hand	9.16
16110 - Presser, Machine, Drycleaning	9.16
16130 - Presser, Machine, Shirts	9.16
16160 - Presser, Machine, Wearing Apparel, Laundry	9.16
16190 - Sewing Machine Operator	12.70
16220 - Tailor	13.57
16250 - Washer, Machine	10.08
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.23
19040 - Tool And Die Maker	27.26
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.24
21030 - Material Coordinator	20.04
21040 - Material Expediter	20.04
21050 - Material Handling Laborer	16.19
21071 - Order Filler	13.52
21080 - Production Line Worker (Food Processing)	19.24
21110 - Shipping Packer	15.57
21130 - Shipping/Receiving Clerk	15.57
21140 - Store Worker I	13.27
21150 - Stock Clerk	19.19
21210 - Tools And Parts Attendant	19.24
21410 - Warehouse Specialist	19.24
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.87
23021 - Aircraft Mechanic I	24.88
23022 - Aircraft Mechanic II	25.87
23023 - Aircraft Mechanic III	26.77
23040 - Aircraft Mechanic Helper	19.23
23050 - Aircraft, Painter	23.93
23060 - Aircraft Servicer	21.78
23080 - Aircraft Worker	23.09
23110 - Appliance Mechanic	19.30
23120 - Bicycle Repairer	15.18
23125 - Cable Splicer	28.03
23130 - Carpenter, Maintenance	23.76
23140 - Carpet Layer	25.78
23160 - Electrician, Maintenance	29.98
23181 - Electronics Technician Maintenance I	21.55
23182 - Electronics Technician Maintenance II	27.18
23183 - Electronics Technician Maintenance III	27.74
23260 - Fabric Worker	19.01
23290 - Fire Alarm System Mechanic	22.01
23310 - Fire Extinguisher Repairer	17.66
23311 - Fuel Distribution System Mechanic	25.39
23312 - Fuel Distribution System Operator	19.91
23370 - General Maintenance Worker	20.36
23380 - Ground Support Equipment Mechanic	24.88
23381 - Ground Support Equipment Servicer	21.78
23382 - Ground Support Equipment Worker	23.09
23391 - Gunsmith I	17.66

23392 - Gunsmith II	20.36
23393 - Gunsmith III	22.53
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.80
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.71
23430 - Heavy Equipment Mechanic	21.39
23440 - Heavy Equipment Operator	23.00
23460 - Instrument Mechanic	22.53
23465 - Laboratory/Shelter Mechanic	21.55
23470 - Laborer	13.44
23510 - Locksmith	21.75
23530 - Machinery Maintenance Mechanic	21.01
23550 - Machinist, Maintenance	22.01
23580 - Maintenance Trades Helper	16.31
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.38
23593 - Metrology Technician III	24.19
23640 - Millwright	25.77
23710 - Office Appliance Repairer	21.38
23760 - Painter, Maintenance	21.23
23790 - Pipefitter, Maintenance	27.67
23810 - Plumber, Maintenance	24.62
23820 - Pneudraulic Systems Mechanic	22.53
23850 - Rigger	22.53
23870 - Scale Mechanic	20.36
23890 - Sheet-Metal Worker, Maintenance	26.89
23910 - Small Engine Mechanic	21.10
23931 - Telecommunications Mechanic I	23.21
23932 - Telecommunications Mechanic II	24.05
23950 - Telephone Lineman	24.54
23960 - Welder, Combination, Maintenance	22.01
23965 - Well Driller	21.20
23970 - Woodcraft Worker	22.53
23980 - Woodworker	17.66
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.63
24580 - Child Care Center Clerk	14.51
24610 - Chore Aide	9.51
24620 - Family Readiness And Support Services Coordinator	13.66
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.16
25040 - Sewage Plant Operator	21.30
25070 - Stationary Engineer	25.16
25190 - Ventilation Equipment Tender	17.01
25210 - Water Treatment Plant Operator	21.23
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.02
27007 - Baggage Inspector	13.32
27008 - Corrections Officer	18.89
27010 - Court Security Officer	20.41
27030 - Detection Dog Handler	16.62
27040 - Detention Officer	18.89
27070 - Firefighter	21.35
27101 - Guard I	13.32
27102 - Guard II	16.62
27131 - Police Officer I	22.07
27132 - Police Officer II	24.51
28000 - Recreation Occupations	

28041 - Carnival Equipment Operator	11.14
28042 - Carnival Equipment Repairer	11.89
28043 - Carnival Equipment Worker	9.01
28210 - Gate Attendant/Gate Tender	15.25
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.05
28510 - Recreation Aide/Health Facility Attendant	12.45
28515 - Recreation Specialist	19.43
28630 - Sports Official	13.59
28690 - Swimming Pool Operator	19.20
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.29
29020 - Hatch Tender	23.29
29030 - Line Handler	23.29
29041 - Stevedore I	21.62
29042 - Stevedore II	24.53
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.88
30022 - Archeological Technician II	19.99
30023 - Archeological Technician III	24.76
30030 - Cartographic Technician	25.01
30040 - Civil Engineering Technician	25.17
30061 - Drafter/CAD Operator I	18.04
30062 - Drafter/CAD Operator II	20.18
30063 - Drafter/CAD Operator III	22.51
30064 - Drafter/CAD Operator IV	27.69
30081 - Engineering Technician I	15.54
30082 - Engineering Technician II	19.08
30083 - Engineering Technician III	21.95
30084 - Engineering Technician IV	24.41
30085 - Engineering Technician V	29.54
30086 - Engineering Technician VI	36.00
30090 - Environmental Technician	20.48
30210 - Laboratory Technician	20.07
30240 - Mathematical Technician	25.01
30361 - Paralegal/Legal Assistant I	17.19
30362 - Paralegal/Legal Assistant II	21.79
30363 - Paralegal/Legal Assistant III	26.66
30364 - Paralegal/Legal Assistant IV	32.25
30390 - Photo-Optics Technician	25.01
30461 - Technical Writer I	20.53
30462 - Technical Writer II	25.11
30463 - Technical Writer III	30.38
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.51
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.01
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.37
31030 - Bus Driver	17.28
31043 - Driver Courier	14.58
31260 - Parking and Lot Attendant	12.07
31290 - Shuttle Bus Driver	15.77
31310 - Taxi Driver	11.26

31361 - Truckdriver, Light	15.77
31362 - Truckdriver, Medium	21.15
31363 - Truckdriver, Heavy	21.54
31364 - Truckdriver, Tractor-Trailer	21.54
99000 - Miscellaneous Occupations	
99030 - Cashier	10.19
99050 - Desk Clerk	9.42
99095 - Embalmer	22.23
99251 - Laboratory Animal Caretaker I	9.92
99252 - Laboratory Animal Caretaker II	10.65
99310 - Mortician	30.24
99410 - Pest Controller	17.98
99510 - Photofinishing Worker	12.76
99710 - Recycling Laborer	15.79
99711 - Recycling Specialist	18.79
99730 - Refuse Collector	14.15
99810 - Sales Clerk	12.20
99820 - School Crossing Guard	10.90
99830 - Survey Party Chief	21.44
99831 - Surveying Aide	13.33
99832 - Surveying Technician	18.25
99840 - Vending Machine Attendant	14.51
99841 - Vending Machine Repairer	17.45
99842 - Vending Machine Repairer Helper	14.51

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For

example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the



following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage



and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0010		3. EFFECTIVE DATE 04/12/2012		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		7. ADMINISTERED BY (If other than Item 6) Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHENEGA LOGISTICS, LLC Attn: RYAN MALONEY 3000 C STREET STE 301 7034939880 ANCHORAGE AK 995033975		(X) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 784258134 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. EP-R7-11-04		10B. DATED (SEE ITEM 13) 03/24/2011	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.243-1, Changes - Fixed Price

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: 784258134

Max Expire Date: 03/25/2014

The purpose of this modification is to add a new Contract Line Item Number (CLIN) to the Contract Pricing Schedule. CLIN 1011 will be for Records Specialist Overtime, Not to Exceed (NTE) \$170,734.00 through the remainder of Option Year 1.



CLIN 1011 is equivalent to the Overtime worked under CLIN 0011 during the Base Year.

A modification to Task Order #02 is forthcoming, which will include a new task order Pricing Schedule for this Overtime.

Delivery Location Code: R7

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Mike Montgomery President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jack L. Peterson	
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 04/12/12	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 4/12/12

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 0010		3. EFFECTIVE DATE 04/12/2012		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		7. ADMINISTERED BY (If other than Item 6) Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHENEGA LOGISTICS, LLC Attn: RYAN MALONEY 3000 C STREET STE 301 7034939880 ANCHORAGE AK 995033975		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 784258134		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. EP R7 11 04	
				10B. DATED (SEE ITEM 13) 03/24/2011	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.243 1, Changes Fixed Price

**E. IMPORTANT:** Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: 784258134

Max Expire Date: 03/25/2014

The purpose of this modification is to add a new Contract Line Item Number (CLIN) to the Contract Pricing Schedule. CLIN 1011 will be for Records Specialist Overtime, Not to Exceed (NTE) \$170,734.00 through the remainder of Option Year 1.

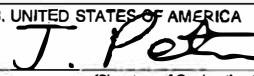
CLIN 1011 is equivalent to the Overtime worked under CLIN 0011 during the Base Year.

A modification to Task Order #02 is forthcoming, which will include a new task order Pricing Schedule for this Overtime.

Delivery Location Code: R7

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jack L. Peterson	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 4/12/12

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EP-R7-11-04/0010PAGE OF  
2 2NAME OF OFFEROR OR CONTRACTOR  
CHENEGA LOGISTICS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	<p>Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101 USA</p> <p>Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center Mail Drop D143-02 109 TW Alexander Drive Durham NC 27711</p> <p>FOB: Destination Period of Performance: 03/26/2011 to 03/25/2013</p> <p>Change Item 0002 to read as follows (amount shown is the total amount):</p> <p>OPTION YEAR 1 Obligated Amount: \$0.00</p>				1,931,111.80

# Exemption 4 - CBI

## OPTION YEAR I

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1001	Regional Records	█	MO	\$ █	\$ <u>472,630.20</u>
1002	ODCs (plus G&A at █%)		Not to Exceed		\$ <u>110,000.00</u>

## OPTIONAL CLIN

1004	Regional Records Inventory (non-RC)	1	EA	\$ <u>200,908.80</u>	\$ <u>200,908.80</u>
1005	On-Site Project Mgr.	█	HR	\$ █	\$ <u>130,436.80</u>
1006	On-Site Records Spec.	█	HR	\$ █	\$ <u>356,200.00</u>

## OPTIONAL CLIN

1007	2 <sup>nd</sup> Shift On-Site Project Mgr. (3 MO)	█	HR	\$ █	\$ <u>29,588.00</u>
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This option item can be exercised up to 4 times at the price stated herein.

## OPTIONAL CLIN

1008	2 <sup>nd</sup> Shift Records Spec. (3 MO)	█	HR	\$ █	\$ <u>89,050.00</u>
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This option item can be exercised up to 4 times at the price stated herein.

TOTAL OF CLINS 1007 & 1008 IF EXERCISED ALL 4 TIMES \$ 474,552.00

1009	Overtime (1 <sup>st</sup> Shift)		Not to Exceed		\$ <u>12,600.00</u>
1010	Travel		Not to Exceed		\$ <u>3,000.00</u>
1011	Overtime – Move Related (All Chenega Records Specialists Eligible)		Not to Exceed		\$ <u>170,784.00</u>

*NOTE: All travel will be paid in accordance with Federal Travel Regulations (FTR). ODCs and Overtime will be paid at cost + G&A if applicable. Support documentation required for payment.*

*NOTE 2: EPA reserves the right to exercise this 3 month option with 2 weeks notice to contractor.*

*NOTE 3: All ODCs require COR approval prior to incurring the cost.*

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0011		3. EFFECTIVE DATE 05/11/2012		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		7. ADMINISTERED BY (If other than item 6) Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHENEGA LOGISTICS, LLC Attn: RYAN MALONEY 3000 C STREET STE 301 7034939880 ANCHORAGE AK 995033975		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 784258134 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-R7-11-04		10B. DATED (SEE ITEM 13) 03/24/2011	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: 784258134


Max Expire Date: 03/25/2014

The purpose of this modification is to properly identify the Other Direct Costs (ODC's) within this contract. This includes CLINs 1002 and 2002 within the contract and the associated CLINs within Task Order 01 (Non-Superfund). Costs allowed under the aforementioned ODC CLINs include a potential Versatile software upgrade, Versatile training, and Versatile annual support.

See revised Pricing Schedule.

This is a no-cost administrative modification required as a result of an internal  
Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jack L. Peterson	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 5/11/12



NAME OF OFFEROR OR CONTRACTOR  
CHENEGA LOGISTICS, LLC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	peer-review performed on this contract. Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center Mail Drop D143-02 109 TW Alexander Drive Durham NC 27711 Period of Performance: 03/26/2011 to 03/25/2013				

OPTION YEAR I

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1001	Regional Records	█	MO	\$ █	\$ <u>472,630.20</u>
1002	ODCs (plus G&A at █%) Versatile Software Upgrade / Training / Annual Support		Not to Exceed		\$ <u>110,000.00</u>

OPTIONAL CLIN

1004	Regional Records Inventory (non-RC)	1	EA	\$ <u>200,908.80</u>	\$ <u>200,908.80</u>
1005	On-Site Project Mgr.	█	HR	\$ █	\$ <u>130,436.80</u>
1006	On-Site Records Spec.	█	HR	\$ █	\$ <u>356,200.00</u>

OPTIONAL CLIN

1007	2 <sup>nd</sup> Shift On-Site Project Mgr. (3 MO)	█	HR	\$ █	\$ <u>29,588.00</u>
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This option item can be exercised up to 4 times at the price stated herein.

OPTIONAL CLIN

1008	2 <sup>nd</sup> Shift Records Spec. (3 MO)	█	HR	\$ █	\$ <u>89,050.00</u>
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This option item can be exercised up to 4 times at the price stated herein.

TOTAL OF CLINS 1007 & 1008 IF EXERCISED ALL 4 TIMES \$ 474,552.00

1009	Overtime (1 <sup>st</sup> Shift)		Not to Exceed		\$ <u>12,600.00</u>
1010	Travel		Not to Exceed		\$ <u>3,000.00</u>
1011	Overtime – Move Related (All Chenega Records Specialists Eligible)		Not to Exceed		\$ <u>170,784.00</u>

*NOTE: All travel will be paid in accordance with Federal Travel Regulations (FTR). ODCs and Overtime will be paid at cost + G&A if applicable. Support documentation required for payment.*

*NOTE 2: EPA reserves the right to exercise this 3 month option with 2 weeks notice to contractor.*

*NOTE 3: All ODCs require COR approval prior to incurring the cost.*

OPTION YEAR II

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
2001	Regional Records	█	MO	█	\$ <u>475,241.64</u>
2002	ODCs (plus G&A at █%) Versatile Software Upgrade / Training / Annual Support		Not to Exceed		\$ <u>110,000.00</u>

OPTIONAL CLIN

2004	Regional Records Inventory (non-RC)	1	EA	\$ <u>200,851.20</u>	\$ <u>200,851.20</u>
2005	On-Site Project Mgr.	█	HR	\$ █	\$ <u>132,995.20</u>
2006	On-Site Records Spec.	█	HR	\$ █	\$ <u>356,096.00</u>

OPTIONAL CLIN

2007	2 <sup>nd</sup> Shift On-Site Project Mgr. (3 MO)	█	HR	\$ █	\$ <u>30,165.20</u>
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This option item can be exercised up to 4 times at the price stated herein.

OPTIONAL CLIN

2008	2 <sup>nd</sup> Shift Records Spec. (3 MO)	█	HR	\$ █	\$ <u>89,024.00</u>
------	---	---	----	------	---------------------

This option item can be exercised up to 4 times at the price stated herein.

TOTAL OF CLINS 2007 & 2008 IF EXERCISED ALL 4 TIMES \$ 476,756.80

2009	Overtime (1 <sup>st</sup> Shift)		Not to Exceed		\$ <u>12,600.00</u>
2010	Travel		Not to Exceed		\$ <u>3,000.00</u>

*NOTE: All travel will be paid in accordance with Federal Travel Regulations (FTR). ODCs and Overtime will be paid at cost + G&A if applicable. Support documentation required for payment.*

*NOTE 2: EPA reserves the right to exercise this 3 month option with 2 weeks notice to contractor.*

*NOTE 3: All ODCs require COR approval prior to incurring the cost.*

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 0012		3. EFFECTIVE DATE 08/17/2012		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		CODE R7		5. PROJECT NO. (if applicable)	
		7. ADMINISTERED BY (if other than Item 6) Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		CODE R7	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  CHENEGA LOGISTICS, LLC Attn: RYAN MALONEY 3000 C STREET STE 301 7034939880 ANCHORAGE AK 995033975		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. EP-R7-11-04	
				10B. DATED (SEE ITEM 13) 03/24/2011	
CODE 784258134		FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: 784258134


Max Expire Date: 03/25/2014

The purpose of this modification is to add Gillian Little as the Contracting Officer Representative (COR) on this contract.

Carmen Hullaby is now the Alternate COR on this contract.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jack L. Peterson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 8/17/12
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EP-R7-11-04/0012PAGE OF  
2 2NAME OF OFFEROR OR CONTRACTOR  
CHENEGA LOGISTICS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center Mail Drop D143-02 109 TW Alexander Drive Durham NC 27711 Period of Performance: 03/26/2011 to 03/25/2013				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b>	
				1 2	
<b>2. AMENDMENT/MODIFICATION NO.</b>		<b>3. EFFECTIVE DATE</b>		<b>4. REQUISITION/PURCHASE REQ. NO.</b>	
0013		08/22/2012			
<b>6. ISSUED BY</b>		<b>CODE</b>		<b>7. ADMINISTERED BY (If other than Item 6)</b>	
Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City, KS 66101		R7		CODE R7	
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>		<b>9A. AMENDMENT OF SOLICITATION NO.</b>			
CHENEGA LOGISTICS, LLC Attn: RYAN MALONEY 3000 C STREET STE 301 7034039860 ANCHORAGE AK 995033975		(x)			
		<b>9B. DATED (SEE ITEM 11)</b>			
		<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>			
		EP-R7-11-04			
		<b>10B. DATED (SEE ITEM 13)</b>			
		03/24/2011			
<b>CODE</b>		<b>FACILITY CODE</b>			
784258134					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					

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See Schedule

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	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
	<b>D. OTHER (Specify type of modification and authority)</b>
X	FAR 52.243-1 Changes - Fixed Price

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return \_\_\_\_\_ 1 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: 784253134

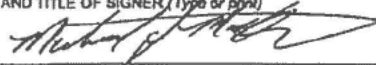
Max Expire Date: 03/25/2014

The purpose of this modification is to incorporate the amended Performance Work Statement and associated Calendar into this contract as a result of EFA Region 7 moving from Kansas City, KS to Lenexa, KS. See attached.

This is a no-cost modification.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b>	
		Jack L. Peterson	
<b>15B. CONTRACTOR/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>15B. UNITED STATES OF AMERICA</b>	<b>15C. DATE SIGNED</b>
Michael Montgomery (Signature of person authorized to sign)	8/24/2012	J. Peterson (Signature of Contracting Officer)	8/22/12

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0013		3. EFFECTIVE DATE 08/22/2012		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		7. ADMINISTERED BY (If other than Item 6) Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHENEGA LOGISTICS, LLC Attn: RYAN MALONEY 3000 C STREET STE 301 7034039880 ANCHORAGE AK 995033975		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 784258134		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. EP-R7-11-04	
				10B. DATED (SEE ITEM 13) 03/24/2011	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.243-1 Changes - Fixed Price

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 784258134


Max Expire Date: 03/25/2014

The purpose of this modification is to incorporate the amended Performance Work Statement and associated Calendar into this contract as a result of EPA Region 7 moving from Kansas City, KS to Lenexa, KS. See attached.

This is a no-cost modification.

Continued

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jack L. Peterson	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 8/22/12

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EP-R7-11-04/0013

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR  
CHENEGA LOGISTICS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center Mail Drop D143-02 109 TW Alexander Drive Durham NC 27711 Period of Performance: 03/26/2011 to 03/25/2013				

# **Amendment to the Performance Work Statement EPA Region 7, Records Center**

## **PLACE OF PERFORMANCE**

The work will be performed at the offices of EPA Region 7, located at 901 N. 5th Street, Kansas City, Kansas 66101 and the new location, located at 11201 Renner Blvd, Lenexa, Kansas, 66219.

## **INTRODUCTION AND PURPOSE AND SCOPE**

The Environmental Protection Agency (EPA) Region 7 requires the following tasks to be performed before, during, and after the move in order to be able to serve its customers effectively and efficiently once the move is completed.

During the move period the Records Center will be closed. During this time frame, tasks and time frames in the original Performance Work Statement will be superseded by this amended Performance Work Statement. Attached to this amended Performance Work Statement is the Records Center/Litigation Room Closure Calendar. The below tasks are aligned with the dates and definitions on the attached calendar.

For Task Order 2 – second shift: during the physical move (October 1 to October 19 per the attached calendar), employees may work either 1<sup>st</sup> shift or 2<sup>nd</sup> shift hours of duty at the discretion of the Task Order Project Officer (TOPO).

## **TASKS**

### **Task Order 1 (Regional)**

#### **Prior to Records Center Shutdown**

The Records Center will continue to work on the special projects preparing the Region for the move such as: Operation Clean Sweep, processing documents for disposition or destruction, scanning Administrative Records (that need to stay on site), and maps. In addition to the special projects all tasks in the original Performance Work Statement will still be performed at this time.

#### **Records Center Closed to Incoming**

Records Center will not receive any documents from any of the programs after this date. This includes new documents or documents previously checked out.

#### **Records Center Closed to Outgoing**

Records Center will not checkout any documents to any of the programs after this date.

### **Records Center Closed (Emergency Only)**

During this time the Records Center shall be closed (except for emergencies as defined below) and the following shall apply:

- a) Cease all special projects (clean sweep activities, normal business, focus solely on processing recent pre-shut down business, as well as emergency requests).
- b) Conduct inventory of existing holdings. The inventories will include the department or section, file name and number of folders associated with the file.
- c) Conduct space assessment of new Records Center for space allocation and use.
- d) Calculate existing holdings within Records Center and project needs for the new facility.
- e) Label records for placement in the new Records Center (this will include labeling by site, aisle and shelf. The contractor and the COR will develop a written process.)
- f) Prep equipment for moving (ladders, carts, filing, supply, storage, & maps cabinets, and microfiche).
- g) Remove maps, over-sized documents from cabinets not moving to the new facility and pack for move.
- h) Box up any remaining documents that were not filed and create an inventory of these documents.
- i) As available, begin loading library carts with files.

The definition of emergency may include but is not limited to: litigations, bankruptcies, and some FOIA's that cannot be extended. The contractor will not act on any emergency unless it is approved in writing by the Task Order Project Officer (TOPO).

### **Begin Records Center Move**

During this time the following shall apply:

- a) Emergencies will cease on this date.
- b) Ensure records are moved efficiently and correctly, to include loading and unloading correctly at the new facility.
- c) Make sure library carts are labeled and marked correctly.
- d) Disassemble and reassemble work areas in the Records Center – Note (This does not include actual IT equipment setup).

### **Complete Records Center Move**

During this time the following shall apply:

- a) Test the computers and scanners to make sure they are in working order.
- b) Continue processing the daily documents and filing.
- c) Set up the new work area.

### **Records Center Reopen**

Records Center will begin normal operations. Deadlines for all record retrieval and collection processing will be extended temporarily for 15 business days upon Records Center reopen date. During the 15 business day period deadlines will be set on an ASAP basis with monitoring from the TOPO. Normal deadlines will continue after the 15 business day period expires.

## **Task Order 2 (Superfund)**

### **Litigation Room Closed to Incoming Documents**

No new daily documents will be received by the litigation room for processing. For one week after the litigation room closes, the Litigation Room staff will prepare documents for the Records Center contractor to process.

### **Prior to Shutdown Records Center**

The contractor will continue to process all back logged daily Superfund documents into SDMS, and perform all tasks in the original Performance Work Statement.

### **Records Center Closed to Incoming**

Records Center will not receive any documents from any of the programs after this date. This includes new documents or documents previously checked out.

### **Records Center Closed to Outgoing**

Records Center will not checkout any documents to any of the programs after this date.

### **Records Center Closed (Emergency Only)**

During this time the Records Center shall be closed (except for emergencies as defined below) and the following shall apply:

- a) Process all backlogged daily Superfund Documents SDMS
- b) File Superfund documents.
- c) Label records for placement in the new Records Center (this will include labeling by site, aisle and shelf. The contractor and the COR will develop a written process.)
- d) Box up remaining daily documents that were not processed and create an inventory by Doc. ID of these documents.
- e) As available, begin loading library carts with files.

The definition of emergency may include but is not limited to: litigations, bankruptcies, and some FOIA's that cannot be extended. The contractor will not act on any emergency unless it is approved in writing by the Task Order Project Officer (TOPO).

### **Begin Records Center Move**

During this time the following shall apply:

- a) Emergencies will cease on this date.
- b) Ensure records are moved efficiently and correctly, to include loading and unloading correctly at the new facility.
- c) Make sure library carts are labeled and marked correctly.
- d) Disassemble and reassemble work areas in the Records Center – Note (This does not include actual IT equipment setup).

### **Complete Records Center Move**

During this time the following shall apply:

- a) Test the computers and scanners to make sure they are in working order.
- b) Continue processing the daily documents and filing.
- c) Set up the new work area.

### **Records Center Reopen**

Records Center will begin normal operations. Deadlines for all record retrieval and collection processing will be extended temporarily for 15 business days upon Records Center reopen date. During the 15 business day period deadlines will be set on an ASAP basis with monitoring from the TOPO. Normal deadlines will continue after the 15 business day period expires.



# Region 7 Records Center CLOSURE Calendar Schedule

## August 2012

Monday	Tuesday	Wednesday	Thursday	Friday
20 Records Center OPEN Normal Operations	21	22	23	24
27 Litigation Room CLOSED to <u>INCOMING</u>	28	29	30	31

## September 2012

Monday	Tuesday	Wednesday	Thursday	Friday
3	4	5	6	7
10	11	12	13 Last <u>INCOMING</u> accepted at COB	14 Records Center Closed to <u>INCOMING</u>
17	18	19	20 Records Center Closed to <u>OUTGOING</u> at COB	21 Records Center CLOSED (emerg only)
24	25	26	27	28

## October 2012

Monday	Tuesday	Wednesday	Thursday	Friday
1 Records Center Move Begins	2	3	4	5
8 Columbus Day Holiday	9	10	11	12
15	16	17	18	19 Records Center Move Completed
22	23 Litigation Room OPEN	24 Records Center OPEN (delayed services)	25	26
29	30	31	1	2

## November 2012

Monday	Tuesday	Wednesday	Thursday	Friday
5	6	7	8	9
12	13	14 Records Center OPEN Normal Operations	15	16

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b> 1   2	
<b>2. AMENDMENT/MODIFICATION NO.</b> 0014		<b>3. EFFECTIVE DATE</b> 09/18/2012		<b>4. REQUISITION/PURCHASE REQ. NO.</b>	
<b>5. PROJECT NO. (If applicable)</b>		<b>6. ISSUED BY</b> Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		<b>7. ADMINISTERED BY (If other than Item 6)</b> Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101	
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b> CHENEGA LOGISTICS, LLC Attn: RYAN MALONEY 3000 C STREET STE 301 7034939880 ANCHORAGE AK 995033975		<b>9A. AMENDMENT OF SOLICITATION NO.</b> (x)		<b>9B. DATED (SEE ITEM 11)</b>	
<b>CODE</b> 784258134		<b>FACILITY CODE</b>		<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b> EP-R7-11-04	
				<b>10B. DATED (SEE ITEM 13)</b> 03/24/2011	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</b>
	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<b>X</b>	<b>D. OTHER (Specify type of modification and authority)</b> FAR 52.243-1 Changes - Fixed Price

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: 784258134

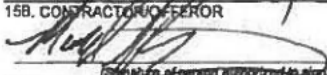
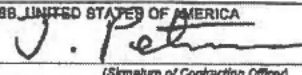
Max Expire Date: 03/25/2014

The purpose of this modification is to incorporate the amended Performance Work Statement into this contract as a result of EPA Region 7 moving from Kansas City, KS to Lenexa, KS. See attached. This amended PWS supersedes the PWS incorporated under modification #0013.

This is a no-cost modification.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b> Mike Montgomery		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Jack L. Peterson	
<b>15B. CONTRACTING OFFICER</b> 		<b>16B. UNITED STATES OF AMERICA</b> 	
<b>15C. DATE SIGNED</b> 09/18/12		<b>16C. DATE SIGNED</b> 9/18/12	

NSN 7540-01-152-9070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 63.243

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0014		3. EFFECTIVE DATE 09/18/2012		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		7. ADMINISTERED BY (If other than Item 6) Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHENEGA LOGISTICS, LLC Attn: RYAN MALONEY 3000 C STREET STE 301 7034939880 ANCHORAGE AK 995033975		(X) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 784258134		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. EP-R7-11-04	
				10B. DATED (SEE ITEM 13) 03/24/2011	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.243-1 Changes - Fixed Price

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: 784258134

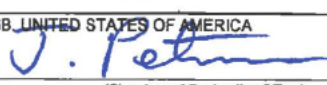
Max Expire Date: 03/25/2014

The purpose of this modification is to incorporate the amended Performance Work Statement into this contract as a result of EPA Region 7 moving from Kansas City, KS to Lenexa, KS. See attached. This amended PWS supersedes the PWS incorporated under modification #0013.

This is a no-cost modification.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jack L. Peterson	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 9/18/12

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

EP-R7-11-04/0014

PAGE OF

2

2

NAME OF OFFEROR OR CONTRACTOR  
CHENEGA LOGISTICS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center Mail Drop D143-02 109 TW Alexander Drive Durham NC 27711 Period of Performance: 03/26/2011 to 03/25/2013				

# **Amendment to the Performance Work Statement EPA Region 7, Records Center**

## **PLACE OF PERFORMANCE**

The work will be performed at the offices of EPA Region 7, located at 901 N. 5th Street, Kansas City, Kansas 66101 and the new location, located at 11201 Renner Blvd, Lenexa, Kansas, 66219.

## **INTRODUCTION AND PURPOSE AND SCOPE**

The Environmental Protection Agency (EPA) Region 7 requires the following tasks to be performed before, during, and after the move in order to be able to serve its customers effectively and efficiently once the move is completed.

During the move period the Records Center will be closed. During this time frame, tasks and time frames in the original Performance Work Statement will be superseded by this amended Performance Work Statement.

For Task Order 2 – second shift: during the physical move (September 24, 2012 to October 12, 2012), employees may work either 1<sup>st</sup> shift or 2<sup>nd</sup> shift hours of duty at the discretion of the Task Order Project Officer (TOPO).

## **TASKS**

### **Task Order 1 (Regional)**

#### **Prior to Records Center Shutdown**

The Records Center will continue to work on the special projects preparing the Region for the move such as: Operation Clean Sweep, processing documents for disposition or destruction, scanning Administrative Records (that need to stay on site), and maps. In addition to the special projects all tasks in the original Performance Work Statement will still be performed at this time.

#### **Records Center Closed to Incoming**

September 13, 2012 at Records Center close of business

Records Center will not receive any documents from any of the programs after this date. This includes new documents or documents previously checked out.

During this time the Records Center shall be closed to incoming, the following shall apply:

- a) Continue responding to requests for files outgoing to staff
- b) Cease all special projects (clean sweep activities).
- c) Cease all filing of incoming documents. Box up any remaining documents that were not filed and create a volume inventory of these documents. The inventory will include the division or program and the total linear filing feet or inches and numbering the boxes of a total.

- d) Conduct a volume inventory of existing holdings. The inventories will include the division or program and the total linear filing feet or inches and utilized to assist in planning.
- e) Conduct space assessment of new Records Center for space allocation and use.
- f) Calculate existing holdings within Records Center and project needs for the new facility.
- g) Label records for placement in the new Records Center (this will include labeling by site, aisle and shelf. The contractor and the COR will develop a written process.)
- h) Prep equipment for moving (ladders, carts, filing, supply, storage, & maps cabinets, and microfiche).
- i) Remove maps, over-sized documents from cabinets not moving to the new facility and pack for move.
- j) As available, begin loading library carts with files.

### **Records Center Closed to Outgoing**

September 20, 2012 at Records Center close of business

Records Center will not checkout any documents to any of the programs after this date.

### **Records Center Closed (Emergency Only)**

September 20, 2012 at Records Center close of business

During this time the Records Center shall be closed (except for emergencies as defined below) and the following shall apply:

- a) Complete the inventory of existing holdings.
- b) Complete the space assessment of new Records Center for space allocation and use.
- c) Complete the calculations of existing holdings within Records Center and project needs for the new facility.
- d) Complete labeling records for placement in the new Records Center.
- e) Complete prepping any remaining equipment for moving.
- f) Complete removal of remaining maps, over-sized documents from cabinets not moving to the new facility and pack for move.
- g) Continue to load library carts with files.

The definition of emergency may include but is not limited to: litigations, bankruptcies, and some FOIA's that cannot be extended. The contractor will not act on any emergency unless it is approved in writing by the Task Order Project Officer (TOPO).

### **Begin Records Center Move**

September 24, 2012

During this time the following shall apply:

- a) Emergencies will cease on this date.
- b) Ensure records are moved efficiently and correctly, to include loading and unloading correctly at the new facility.
- c) Make sure library carts are labeled and marked correctly.
- d) Disassemble and reassemble work areas in the Records Center – Note (This does not include actual IT equipment setup).



### **Complete Records Center Move**

October 12, 2012 at Records Center close of business

During this time the following shall apply:

- a) Test the computers and scanners to make sure they are in working order.
- b) Set up the new work area and unpack supplies.
- c) Verify inventory of boxed records
- d) Resume responding to emergency requests (see previous definition of "emergency")
- e) Resume processing daily documents and filing

### **Records Center Reopen**

October 24, 2012

Records Center will resume normal operations. Deadlines for all record retrieval and collection processing will be extended temporarily for 15 business days upon Records Center reopen date. During the 15 business day period deadlines will be set on an ASAP basis with monitoring from the TOPO. Normal deadlines will continue after the 15 business day period expires (November 14, 2012).

### **Task Order 2 (Superfund)**

#### **Litigation Room Closed to Incoming Documents**

No new daily documents will be received by the litigation room for processing. For one week after the litigation room closes, the Litigation Room staff will prepare documents for the Records Center contractor to process.

#### **Prior to Shutdown Records Center**

The contractor will continue to process all back logged daily Superfund documents into SDMS, and perform all tasks in the original Performance Work Statement.

#### **Records Center Closed to Incoming**

September 13, 2012 at Records Center close of business

Records Center will not receive any documents from any of the programs after this date. This includes new documents or documents previously checked out.

During this time the Records Center shall be closed to incoming, the following shall apply:

- a) Continue responding to requests for files outgoing to staff
- b) Cease all special projects.
- c) Cease all filing of incoming documents. Box up any remaining documents that were not filed and create a volume inventory of these documents. The inventory will include the division or program and the total linear filing feet or inches and numbering the boxes of a total.
- d) Conduct a volume inventory of existing holdings. The inventories will include the division or program and the total linear filing feet or inches and utilized to assist in planning.
- e) Conduct space assessment of new Records Center for space allocation and use.
- f) Calculate existing holdings within Records Center and project needs for the new facility.

- g) Label records for placement in the new Records Center (this will include labeling by site, aisle and shelf. The contractor and the COR will develop a written process.)
- h) Prep equipment for moving (ladders, carts, filing, supply, storage, & maps cabinets, and microfiche).
- i) Remove maps, over-sized documents from cabinets not moving to the new facility and pack for move.
- j) As available, begin loading library carts with files.

#### **Records Center Closed to Outgoing**

September 20, 2012 at Records Center close of business

Records Center will not checkout any documents to any of the programs after this date.

#### **Records Center Closed (Emergency Only)**

September 20, 2012 at Records Center close of business

During this time the Records Center shall be closed (except for emergencies as defined below) and the following shall apply:

- a) Complete labeling records for placement in the new Records Center.
- b) Complete prepping any remaining equipment for moving.
- c) Complete removal of remaining maps, over-sized documents from cabinets not moving to the new facility and pack for move.
- d) Continue to load library carts with files.

The definition of emergency may include but is not limited to: litigations, bankruptcies, and some FOIA's that cannot be extended. The contractor will not act on any emergency unless it is approved in writing by the Task Order Project Officer (TOPO).

#### **Begin Records Center Move**

September 24, 2012

During this time the following shall apply:

- a) Emergencies will cease on this date.
- b) Ensure records are moved efficiently and correctly, to include loading and unloading correctly at the new facility.
- c) Make sure library carts are labeled and marked correctly.
- d) Disassemble and reassemble work areas in the Records Center – Note (This does not include actual IT equipment setup).

#### **Complete Records Center Move**

October 12, 2012 at Records Center close of business

During this time the following shall apply:

- a) Test the computers and scanners to make sure they are in working order.
- b) Set up the new work area and unpack supplies.
- c) Verify inventory of boxed records

- d) Resume responding to emergency requests (see previous definition of “emergency”)
- e) Resume processing daily documents and filing

### **Records Center Reopen**

October 24, 2012

Records Center will begin normal operations. Deadlines for all record retrieval and collection processing will be extended temporarily for 15 business days upon Records Center reopen date. During the 15 business day period deadlines will be set on an ASAP basis with monitoring from the TOPO. Normal deadlines will continue after the 15 business day period expires (November 14, 2012).

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b>	
				1 2	
<b>2. AMENDMENT/MODIFICATION NO.</b>		<b>3. EFFECTIVE DATE</b>		<b>4. REQUISITION/PURCHASE REQ. NO.</b>	
0015		03/26/2013			
<b>5. ISSUED BY</b>		<b>CODE</b>		<b>6. PROJECT NO. (if applicable)</b>	
Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		R7			
		<b>7. ADMINISTERED BY (if other than item 6)</b>		<b>CODE</b>	
		Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		R7	
<b>8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)</b>		<b>9A. AMENDMENT OF SOLICITATION NO.</b>			
CHENEGA LOGISTICS, LLC Attn: RYAN MALONEY 3000 C STREET STE 301 7034939880 ANCHORAGE AK 995033975		(x)			
				<b>9B. DATED (SEE ITEM 11)</b>	
		<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b>			
		EP-R7-11-04			
		<b>10B. DATED (SEE ITEM 13)</b>			
		03/24/2011			
<b>CODE</b>		<b>FACILITY CODE</b>			
784258134					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers. ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (if required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</b>
	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
<b>X</b>	<b>D. OTHER (Specify type of modification and authority)</b> Clause I-7, FAR 52.217-9, Option to Extend the Term of the Contract

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return \_\_\_\_\_ 1 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: 784258134

Max Expire Date: 03/25/2014

The purpose of this modification is to exercise Option Year 2, which extends the period of performance through 03/25/2014.

Delivery Location Code: R7

Region 7



US Environmental Protection Agency

901 North 5th Street

Kansas City, KS 66101 USA

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b>	
Ryan T. Maloney, VP Operations		Jack L. Peterson	
<b>15B. CONTRACTOR/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>15B. UNITED STATES OF AMERICA</b>	<b>15C. DATE SIGNED</b>
	20 Sep 12		9/20/12
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EP-R7-11-04/0015PAGE OF  
2 2NAME OF OFFEROR OR CONTRACTOR  
CHENEGA LOGISTICS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center Mail Drop D143-02 109 TW Alexander Drive Durham NC 27711 FOB: Destination Period of Performance: 03/26/2011 to 03/25/2014  Change Item 0003 to read as follows (amount shown is the total amount):  0003 OPTION YEAR II Obligated Amount: \$0.00				1,767,540.84



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 0016		3. EFFECTIVE DATE 05/07/2013		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY Region 7 US Environmental Protection Agency 11201 Renner Blvd. Lenexa KS 66219		7. ADMINISTERED BY (If other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHENEGA LOGISTICS, LLC Attn: RYAN MALONEY 3000 C STREET STE 301 7034939880 ANCHORAGE AK 995033975		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 784258134		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. EP-R7-11-04	
				10B. DATED (SEE ITEM 13) 03/24/2011	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 52.243-1 Changes,
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) EPA-H-42-103, FAR 52.222-41 Service Contract Act, 52.242-100 Contract Admin Reps

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: 784258134

The purpose of this modification is to:

- 1) Change the Contracting Officer to Leeanna Wilder and the Contract Level COR to Carmen Hullaby.
- 2) Recognize the Price Schedule Changes for Option Year II for both Task Order 1 & 2 (see Price Schedule Attached)
- 3) Add Wage Determination for Option Year II (see attached)
- 4) Add a new nationally required clause to the contract, EPA-H-42-103 Temporary Closure of EPA Facilities.

Max Expire Date: 03/25/2014

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) MICHAEL MONTGOMERY, PRESIDENT		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Leeanna Wilder	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 09 MAY 2013	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 5/9/13



## **Clause EPA-H-42-103 / TEMPORARY CLOSURE OF EPA FACILITIES**

Prescription - The CO shall insert the subject clause, or a clause substantially similar to the subject clause, in all solicitations and contracts where contractor personnel will be working on-site in an EPA facility, unless the contract states it has been determined to be mission critical, and therefore the EPA facility needs to remain open (for instance, if the preaward documentation identified the contract as mission critical and it is written in the contract statement of work).

### **EPA-H-42-103      TEMPORARY CLOSURE OF EPA FACILITIES**

(a)(1) The Environmental Protection Agency observes the following days as federal holidays. The term "Federal holidays" as used in this clause shall mean only the following enumerated days and any other days hereafter declared National holidays by the President of the United States. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.

January 1	-	New Year's Day
January	-	Third Monday - Martin Luther King Day
February	-	Third Monday - Washington's Birthday
May	-	Last Monday - Memorial Day
July 4	-	Independence Day
September	-	First Monday - Labor Day
October	-	Second Monday - Columbus Day
November 11	-	Veterans Day
November	-	Fourth Thursday - Thanksgiving Day
December 25	-	Christmas Day

(2) Holiday observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday and were not authorized to do so by the Contracting Officer, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost.

(b)(1) EPA may close an EPA facility for all or a portion of a business day as a result of:

(i) Granting administrative leave to non-essential EPA employees (e.g., unanticipated holiday);

(ii) Inclement weather;

(iii) Failure of Congress to appropriate operational funds;

(iv) Any other day designated by Federal law, Executive Order or Presidential Proclamation; or

(v) Other reason as determined by the EPA (e.g., designated furlough day for federal workers).

(2) In such cases, Contractor personnel not determined by the Contracting Officer to be excepted (e.g., not performing mission-critical round-the-clock services/tasks) who are not already on duty at the facility shall not report to the facility. Such Contractor personnel already present shall be dismissed and shall leave the facility.

(3) The Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of mission-critical services/tasks already in operation or scheduled for performance during the period in which EPA employees are dismissed, and shall be guided by any specific instructions of the Contracting Officer or his/her duly authorized representative. In formulating instructions the Contracting Officer or authorized representative may consider recommendations from regional/local EPA facilities management/operations staff.

(c) When Contractor personnel services are not required or provided due to closure of an EPA facility as described in paragraph (b), the contract price will be adjusted as follows:

(1) For fixed-price contracts, deductions in the Contractor's price will be computed as appropriate for the particular firm fixed price contract in question, e.g.,

(i) The deduction rate in dollars per day will be equal to the per-month contract price divided by 21 days per month.

(In this example, the 21-days-per-month figure was calculated as follows:

365 calendar days/year – 10 Federal holidays – 104 Saturdays/Sundays = 251 days/12 months  
= 20.92 days/month, rounded up to 21 days/month)

(ii) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided. If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the Contractor is compensated for services provided.

(2) For cost-reimbursement, time-and-materials and labor-hour type contracts, EPA shall not reimburse, as direct costs, salaries or wages of Contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site unless otherwise instructed by the Contracting Officer.

(End of clause)

## Exemption 4 - CBI

### OPTION YEAR II

TASK	CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
Task Order 1	2001	Regional Records	█	MO	\$ █	\$ 447,240.12
Task Order 1	2002	ODCs (G&A at █%)		Not to Exceed		\$ 110,000.00
<b>OPTIONAL CLIN</b>						
Task Order 1	2004	Regional Records Inventory (non-RC)	1	EA	\$ 200,851.20	\$ 200,851.20
Task Order 2	2005	On-Site Project Mgr.	█	HR	\$ █	\$ 132,995.20
Task Order 2	2006	On-Site Records Spec.	█	HR	\$ █	\$ 356,096.00
<b>OPTIONAL CLIN</b>						
Task Order 2	2007	2 <sup>nd</sup> Shift On-Site Project Mgr. (3 MO)	█	HR	\$ █	\$ 30,165.20
This option item can be exercised up to 4 times at the price stated herein.						
<b>OPTIONAL CLIN</b>						
Task Order 2	2008	2 <sup>nd</sup> Shift Records Spec. (3 MO)	█	HR	\$ █	\$ 89,024.00
This option item can be exercised up to 4 times at the price stated herein.						
TOTAL OF CLINS 2007 & 2008 IF EXERCISED ALL 4 TIMES						\$ 476,756.80
Task Order 2	2009	Overtime (1 <sup>st</sup> Shift)		Not to Exceed		\$ 12,600.00
Task Order 2	2010	Travel		Not to Exceed		\$ 3,000.00
Task Order 2	2012	Records Management Specialist III - Reg Hrs	█	HR	\$ █	\$72,529.60
Task Order 2	2013	Records Management Specialist III - OT Hrs	█	HR	NTE	\$49,452.00

*NOTE: All travel will be paid in accordance with Federal Travel Regulations (FTR). ODCs and Overtime will*

*NOTE 2: EPA reserves the right to exercise this 3 month option with 2 weeks notice to contractor.*

WD 05-2307 (Rev.-13) was first posted on www.wdol.gov on 06/19/2012

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski                      Division of  
Director                      Wage Determinations

Wage Determination No.: 2005-2307  
Revision No.: 13  
Date Of Revision: 06/13/2012

States: Kansas, Missouri

Area: Kansas Counties of Anderson, Atchison, Doniphan, Douglas, Franklin,  
Johnson, Leavenworth, Linn, Miami, Wyandotte  
Missouri Counties of Adair, Andrew, Atchison, Bates, Buchanan, Caldwell,  
Carroll, Cass, Chariton, Clay, Clinton, Cooper, Daviess, De Kalb, Gentry,  
Grundy, Harrison, Henry, Holt, Howard, Jackson, Johnson, Lafayette, Linn,  
Livingston, Macon, Mercer, Nodaway, Pettis, Platte, Putnam, Ray, Saline,  
Schuyler, Sullivan, Worth

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.97
01012 - Accounting Clerk II		15.69
01013 - Accounting Clerk III		17.77
01020 - Administrative Assistant		21.80
01040 - Court Reporter		18.32
01051 - Data Entry Operator I		12.47
01052 - Data Entry Operator II		14.14
01060 - Dispatcher, Motor Vehicle		18.55
01070 - Document Preparation Clerk		14.22
01090 - Duplicating Machine Operator		14.22
01111 - General Clerk I		12.95
01112 - General Clerk II		14.22
01113 - General Clerk III		15.96
01120 - Housing Referral Assistant		20.79
01141 - Messenger Courier		11.41
01191 - Order Clerk I		12.73
01192 - Order Clerk II		15.29
01261 - Personnel Assistant (Employment) I		16.17
01262 - Personnel Assistant (Employment) II		17.97
01263 - Personnel Assistant (Employment) III		20.54
01270 - Production Control Clerk		20.04
01280 - Receptionist		13.87
01290 - Rental Clerk		14.97
01300 - Scheduler, Maintenance		15.96
01311 - Secretary I		15.96
01312 - Secretary II		17.90
01313 - Secretary III		20.79
01320 - Service Order Dispatcher		21.18
01410 - Supply Technician		23.09
01420 - Survey Worker		17.02
01531 - Travel Clerk I		12.96



01532	- Travel Clerk II	14.00
01533	- Travel Clerk III	15.03
01611	- Word Processor I	14.09
01612	- Word Processor II	15.81
01613	- Word Processor III	17.69
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	23.30
05010	- Automotive Electrician	19.32
05040	- Automotive Glass Installer	18.59
05070	- Automotive Worker	18.59
05110	- Mobile Equipment Servicer	16.51
05130	- Motor Equipment Metal Mechanic	20.03
05160	- Motor Equipment Metal Worker	18.59
05190	- Motor Vehicle Mechanic	21.70
05220	- Motor Vehicle Mechanic Helper	15.47
05250	- Motor Vehicle Upholstery Worker	17.54
05280	- Motor Vehicle Wrecker	18.59
05310	- Painter, Automotive	19.32
05340	- Radiator Repair Specialist	18.59
05370	- Tire Repairer	15.18
05400	- Transmission Repair Specialist	20.03
07000	- Food Preparation And Service Occupations	
07010	- Baker	14.52
07041	- Cook I	10.88
07042	- Cook II	12.54
07070	- Dishwasher	9.60
07130	- Food Service Worker	10.31
07210	- Meat Cutter	15.48
07260	- Waiter/Waitress	9.27
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	21.23
09040	- Furniture Handler	15.75
09080	- Furniture Refinisher	21.23
09090	- Furniture Refinisher Helper	17.01
09110	- Furniture Repairer, Minor	19.27
09130	- Upholsterer	12.46
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.24
11060	- Elevator Operator	12.93
11090	- Gardener	16.01
11122	- Housekeeping Aide	12.93
11150	- Janitor	12.93
11210	- Laborer, Grounds Maintenance	13.34
11240	- Maid or Houseman	10.52
11260	- Pruner	12.93
11270	- Tractor Operator	15.37
11330	- Trail Maintenance Worker	13.34
11360	- Window Cleaner	13.33
12000	- Health Occupations	
12010	- Ambulance Driver	17.12
12011	- Breath Alcohol Technician	17.12
12012	- Certified Occupational Therapist Assistant	21.32
12015	- Certified Physical Therapist Assistant	22.07
12020	- Dental Assistant	16.52
12025	- Dental Hygienist	34.35
12030	- EKG Technician	24.23
12035	- Electroneurodiagnostic Technologist	24.23

12040	- Emergency Medical Technician	17.12
12071	- Licensed Practical Nurse I	14.58
12072	- Licensed Practical Nurse II	16.31
12073	- Licensed Practical Nurse III	18.19
12100	- Medical Assistant	14.08
12130	- Medical Laboratory Technician	15.52
12160	- Medical Record Clerk	13.62
12190	- Medical Record Technician	15.23
12195	- Medical Transcriptionist	15.38
12210	- Nuclear Medicine Technologist	32.27
12221	- Nursing Assistant I	9.93
12222	- Nursing Assistant II	11.18
12223	- Nursing Assistant III	12.18
12224	- Nursing Assistant IV	13.68
12235	- Optical Dispenser	14.12
12236	- Optical Technician	14.95
12250	- Pharmacy Technician	14.84
12280	- Phlebotomist	13.68
12305	- Radiologic Technologist	25.29
12311	- Registered Nurse I	23.68
12312	- Registered Nurse II	27.27
12313	- Registered Nurse II, Specialist	27.27
12314	- Registered Nurse III	33.15
12315	- Registered Nurse III, Anesthetist	33.15
12316	- Registered Nurse IV	39.45
12317	- Scheduler (Drug and Alcohol Testing)	20.20
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	20.11
13012	- Exhibits Specialist II	27.35
13013	- Exhibits Specialist III	29.94
13041	- Illustrator I	18.65
13042	- Illustrator II	22.33
13043	- Illustrator III	27.90
13047	- Librarian	30.95
13050	- Library Aide/Clerk	10.37
13054	- Library Information Technology Systems Administrator	23.49
13058	- Library Technician	13.96
13061	- Media Specialist I	17.03
13062	- Media Specialist II	19.04
13063	- Media Specialist III	21.24
13071	- Photographer I	17.20
13072	- Photographer II	19.24
13073	- Photographer III	23.84
13074	- Photographer IV	29.17
13075	- Photographer V	35.29
13110	- Video Teleconference Technician	17.91
14000	- Information Technology Occupations	
14041	- Computer Operator I	16.03
14042	- Computer Operator II	17.93
14043	- Computer Operator III	19.99
14044	- Computer Operator IV	23.48
14045	- Computer Operator V	24.61
14071	- Computer Programmer I	22.38
14072	- Computer Programmer II	26.04
14073	- Computer Programmer III	(see 1)
14074	- Computer Programmer IV	(see 1)



14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.03
14160 - Personal Computer Support Technician		23.48
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.38
15020 - Aircrew Training Devices Instructor (Rated)		33.12
15030 - Air Crew Training Devices Instructor (Pilot)		39.69
15050 - Computer Based Training Specialist / Instructor		27.62
15060 - Educational Technologist		26.64
15070 - Flight Instructor (Pilot)		39.69
15080 - Graphic Artist		25.30
15090 - Technical Instructor		20.74
15095 - Technical Instructor/Course Developer		25.38
15110 - Test Proctor		17.30
15120 - Tutor		17.30
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.16
16030 - Counter Attendant		9.16
16040 - Dry Cleaner		11.82
16070 - Finisher, Flatwork, Machine		9.16
16090 - Presser, Hand		9.16
16110 - Presser, Machine, Drycleaning		9.16
16130 - Presser, Machine, Shirts		9.16
16160 - Presser, Machine, Wearing Apparel, Laundry		9.16
16190 - Sewing Machine Operator		12.70
16220 - Tailor		13.57
16250 - Washer, Machine		10.08
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.23
19040 - Tool And Die Maker		27.26
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.24
21030 - Material Coordinator		20.04
21040 - Material Expediter		20.04
21050 - Material Handling Laborer		16.19
21071 - Order Filler		13.52
21080 - Production Line Worker (Food Processing)		19.24
21110 - Shipping Packer		15.57
21130 - Shipping/Receiving Clerk		15.57
21140 - Store Worker I		13.27
21150 - Stock Clerk		19.19
21210 - Tools And Parts Attendant		19.24
21410 - Warehouse Specialist		19.24
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.87
23021 - Aircraft Mechanic I		24.88
23022 - Aircraft Mechanic II		25.87
23023 - Aircraft Mechanic III		26.77
23040 - Aircraft Mechanic Helper		19.23
23050 - Aircraft, Painter		23.93
23060 - Aircraft Servicer		21.78
23080 - Aircraft Worker		23.09
23110 - Appliance Mechanic		19.30
23120 - Bicycle Repairer		15.18
23125 - Cable Splicer		28.03

23130 - Carpenter, Maintenance	23.76
23140 - Carpet Layer	25.78
23160 - Electrician, Maintenance	29.98
23181 - Electronics Technician Maintenance I	21.55
23182 - Electronics Technician Maintenance II	27.18
23183 - Electronics Technician Maintenance III	27.74
23260 - Fabric Worker	19.01
23290 - Fire Alarm System Mechanic	22.01
23310 - Fire Extinguisher Repairer	17.66
23311 - Fuel Distribution System Mechanic	25.39
23312 - Fuel Distribution System Operator	19.91
23370 - General Maintenance Worker	20.36
23380 - Ground Support Equipment Mechanic	24.88
23381 - Ground Support Equipment Servicer	21.78
23382 - Ground Support Equipment Worker	23.09
23391 - Gunsmith I	17.66
23392 - Gunsmith II	20.36
23393 - Gunsmith III	22.53
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.80
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.71
23430 - Heavy Equipment Mechanic	21.39
23440 - Heavy Equipment Operator	23.00
23460 - Instrument Mechanic	22.53
23465 - Laboratory/Shelter Mechanic	21.55
23470 - Laborer	13.44
23510 - Locksmith	21.75
23530 - Machinery Maintenance Mechanic	21.01
23550 - Machinist, Maintenance	22.01
23580 - Maintenance Trades Helper	16.31
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.38
23593 - Metrology Technician III	24.19
23640 - Millwright	25.77
23710 - Office Appliance Repairer	21.38
23760 - Painter, Maintenance	21.23
23790 - Pipefitter, Maintenance	27.67
23810 - Plumber, Maintenance	24.62
23820 - Pneudraulic Systems Mechanic	22.53
23850 - Rigger	22.53
23870 - Scale Mechanic	20.36
23890 - Sheet-Metal Worker, Maintenance	26.89
23910 - Small Engine Mechanic	21.10
23931 - Telecommunications Mechanic I	23.21
23932 - Telecommunications Mechanic II	24.05
23950 - Telephone Lineman	24.54
23960 - Welder, Combination, Maintenance	22.01
23965 - Well Driller	21.20
23970 - Woodcraft Worker	22.53
23980 - Woodworker	17.66
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.63
24580 - Child Care Center Clerk	14.51
24610 - Chore Aide	9.51
24620 - Family Readiness And Support Services Coordinator	13.66

24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.16
25040 - Sewage Plant Operator	21.30
25070 - Stationary Engineer	25.16
25190 - Ventilation Equipment Tender	17.01
25210 - Water Treatment Plant Operator	21.23
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.02
27007 - Baggage Inspector	13.32
27008 - Corrections Officer	18.89
27010 - Court Security Officer	20.41
27030 - Detection Dog Handler	16.62
27040 - Detention Officer	18.89
27070 - Firefighter	21.35
27101 - Guard I	13.32
27102 - Guard II	16.62
27131 - Police Officer I	22.07
27132 - Police Officer II	24.51
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.14
28042 - Carnival Equipment Repairer	11.89
28043 - Carnival Equipment Worker	9.01
28210 - Gate Attendant/Gate Tender	15.25
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.05
28510 - Recreation Aide/Health Facility Attendant	12.45
28515 - Recreation Specialist	19.43
28630 - Sports Official	13.59
28690 - Swimming Pool Operator	19.20
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.29
29020 - Hatch Tender	23.29
29030 - Line Handler	23.29
29041 - Stevedore I	21.62
29042 - Stevedore II	24.53
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.88
30022 - Archeological Technician II	19.99
30023 - Archeological Technician III	24.76
30030 - Cartographic Technician	25.01
30040 - Civil Engineering Technician	25.17
30061 - Drafter/CAD Operator I	18.04
30062 - Drafter/CAD Operator II	20.18
30063 - Drafter/CAD Operator III	22.51
30064 - Drafter/CAD Operator IV	27.69
30081 - Engineering Technician I	15.54
30082 - Engineering Technician II	19.08
30083 - Engineering Technician III	21.95
30084 - Engineering Technician IV	24.41
30085 - Engineering Technician V	29.54
30086 - Engineering Technician VI	36.00
30090 - Environmental Technician	20.48
30210 - Laboratory Technician	20.07

30240 - Mathematical Technician	25.01
30361 - Paralegal/Legal Assistant I	17.19
30362 - Paralegal/Legal Assistant II	21.79
30363 - Paralegal/Legal Assistant III	26.66
30364 - Paralegal/Legal Assistant IV	32.25
30390 - Photo-Optics Technician	25.01
30461 - Technical Writer I	20.53
30462 - Technical Writer II	25.11
30463 - Technical Writer III	30.38
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.51
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.01
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.37
31030 - Bus Driver	17.28
31043 - Driver Courier	14.58
31260 - Parking and Lot Attendant	12.07
31290 - Shuttle Bus Driver	15.77
31310 - Taxi Driver	11.26
31361 - Truckdriver, Light	15.77
31362 - Truckdriver, Medium	21.15
31363 - Truckdriver, Heavy	21.54
31364 - Truckdriver, Tractor-Trailer	21.54
99000 - Miscellaneous Occupations	
99030 - Cashier	10.19
99050 - Desk Clerk	9.42
99095 - Embalmer	22.23
99251 - Laboratory Animal Caretaker I	9.92
99252 - Laboratory Animal Caretaker II	10.65
99310 - Mortician	30.24
99410 - Pest Controller	17.98
99510 - Photofinishing Worker	12.76
99710 - Recycling Laborer	15.79
99711 - Recycling Specialist	18.79
99730 - Refuse Collector	14.15
99810 - Sales Clerk	12.20
99820 - School Crossing Guard	10.90
99830 - Survey Party Chief	21.44
99831 - Surveying Aide	13.33
99832 - Surveying Technician	18.25
99840 - Vending Machine Attendant	14.51
99841 - Vending Machine Repairer	17.45
99842 - Vending Machine Repairer Helper	14.51

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered

overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form



1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 0017		3. EFFECTIVE DATE 08/13/2013		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY Region 7 US Environmental Protection Agency 11201 Renner Blvd. Lenexa KS 66219		CODE R7		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CHENEGA LOGISTICS, LLC Attn: RYAN MALONEY 3000 C STREET STE 301 7034939880 ANCHORAGE AK 995033975		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. EP-R7-11-04	
				10B. DATED (SEE ITEM 13) 03/24/2011	
CODE 784258134		FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	52.242-100 Contract Admin Reps

**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**


DUNS Number: 784258134

The purpose of this modification is to change the Contract Level COR to Maryane Tremaine, (913)551-7430. She will also be the TOPO for Task Order 1.

Carmen Hullaby will be the Alternate COR and TOPO for Task Order 1.

Max Expire Date: 03/25/2014

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Leeanna Wilder	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 8/13/13

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0018		3. EFFECTIVE DATE 03/19/2014		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY Region 7 US Environmental Protection Agency 11201 Renner Blvd. Lenexa KS 66219		CODE R7		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  CHENEGA LOGISTICS, LLC Attn: RYAN MALONEY 3000 C STREET STE 301 7034939880 ANCHORAGE AK 995033975		(x) 9A. AMENDMENT OF SOLICITATION NO.			
		9B. DATED (SEE ITEM 11)			
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. EP-R7-11-04			
		10B. DATED (SEE ITEM 13) 03/24/2011			
CODE 784258134		FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 & 2 Changes
X	D. OTHER (Specify type of modification and authority) FAR 52.217-8 Option to Extend Services

**E. IMPORTANT:** Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office


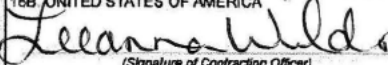
**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)**

DUNS Number: 784258134

The purpose of this modification is to extend the contract by six (6) months to September 25, 2014 pursuant to FAR Clause 52.217-8 Option to Extend Services and to increase the contract capacity via Supplement Agreement. A revised Pricing Schedule is attached.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Michael Montgomery - President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Leeanna Wilder	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 3-21-14	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 3-21-14

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
EP-R7-11-04/0018PAGE OF  
2 2NAME OF OFFEROR OR CONTRACTOR  
CHENEGA LOGISTICS, LLC

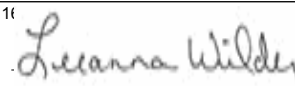
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	Max Expire Date: 03/25/2014  Add Item 0004 as follows:  6-Month Extension to continue performance to 9/25/14 The total estimated Ceiling cost for both Task Order 1 and Task Order 2 is \$786,960.80. Funding is placed on each individual Task Order.				786,960.80

## Exemption 4 - CBI

### 6 Month Extension - Records Center Contract

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
<b>TASK ORDER 1</b>					
2001	Regional Records	█	MO	\$ █	\$ 670,860.00
2002	ODCs		Not to Exceed		\$110,000
2004	Regional Records Inventory (non-RC)	1	EA	\$ 200,851.20	\$ 200,851.20
<b>SUBTOTAL</b>					<b>\$ 780,860.00</b>
<b>TASK ORDER 2</b>					
2005	On-Site Project Mgr.	█	HR	\$ █	\$ 181,781.42
2006	On-Site Records Spec.	█	HR	\$ █	\$ 497,370.24
2007	2 <sup>nd</sup> Shift On-Site Project Mgr.	█	HR	\$ █	\$ 167,996.96
2008	2 <sup>nd</sup> Shift Records Spec.	█	HR	\$ █	\$ 462,205.76
2009	Overtime (1 <sup>st</sup> Shift)		Not to Exceed		\$ 12,600.00
2010	Travel		Not to Exceed		\$ 3,000.00
2011	Overtime - Move Related		Not to Exceed		\$ 170,784.00
2012	Records Management Specialist III -Reg Hrs	█	HR	\$ █	\$ 101,123.00
2013	Records Management Specialist III - OT Hrs	█	HR	Not to exceed	\$ 44,152.00
<b>SUBTOTAL</b>					<b>\$ 1,641,013.38</b>
<b>GRAND TOTAL</b>					<b>\$ 2,421,873.38</b>



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT D CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 0019		3. EFFECTIVE DATE 05/02/2014		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY Region 7 US Environmental Protection Agency 11201 Renner Blvd. Lenexa KS 66219		CODE R7		7. ADMINISTERED BY (If other than Item 6)  		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  CHENEGA LOGISTICS, LLC Attn: RYAN MALONEY 3000 C STREET STE 301 7034939880 ANCHORAGE AK 995033975				(x)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				x		10A. MODIFICATION OF CONTRACT/ORDER NO. EP-R7-11-04	
						10B. DATED (SEE ITEM 13) 03/24/2011	
CODE 784258134		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
CHECK ONE		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
		D. OTHER (Specify type of modification and authority)					
<b>E. IMPORTANT</b> Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DUNS Number: 784258134 The purpose of this modification is change the Contract Level COR to Jolleen Werst and the Alternate COR to Carmen Hullaby.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Leeanna Wilder			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16C. DATE SIGNED 05/02/2014		16B. SIGNATURE  ELECTRONIC SIGNATURE	

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.